
State: Arkansas **Filing Company:** The Guardian Insurance & Annuity Company Inc.
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium
Product Name: Deferred Income Annuity
Project Name/Number: Deferred Income Annuity/12-DIA

Filing at a Glance

Company:	The Guardian Insurance & Annuity Company Inc.
Product Name:	Deferred Income Annuity
State:	Arkansas
TOI:	A021 Individual Annuities- Deferred Non-Variable
Sub-TOI:	A021.002 Flexible Premium
Filing Type:	Form
Date Submitted:	10/05/2012
SERFF Tr Num:	GARD-128611855
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	12-DIA
Implementation	
Date Requested:	
Author(s):	Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Monica Wilson, Kathleen Tobin
Reviewer(s):	Linda Bird (primary)
Disposition Date:	10/23/2012
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

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General Information

Project Name: Deferred Income Annuity Status of Filing in Domicile:
Project Number: 12-DIA Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 10/23/2012
State Status Changed: 10/23/2012
Deemer Date: Created By: Lisa Capella
Submitted By: Kathleen Tobin Corresponding Filing Tracking Number:

Filing Description:

Re: The Guardian Insurance & Annuity Company, Inc (GIAC)
NAIC Number: 429-78778 FEIN: 13-2656036

Dear Commissioner:

We are submitting for your Department's review and approval, a new individual flexible premium deferred paid-up fixed annuity contract and 2 riders, 3 endorsements and 1 application that will be used exclusively with this contract. These forms are new and do not replace any previously approved forms. We are planning to introduce these forms in December 2012, or upon approval, if later.

Individual Flexible Premium Deferred Paid-Up Fixed Annuity Contract, form 12-DIA

Form 12-DIA is a non-participating contract that will be available in the general market and in the tax qualified market, specifically the Individual Retirement Annuity (IRA) qualified market. It will be sold by licensed agents, as well as independent agencies (independent distribution channel), marketed to the general insurance buying public.

The issue ages for these policies are 0 – 80. However, there are some qualified contracts where the ages might be lower in order to comply with IRS requirements.

The contract is a deferred paid-up annuity where a premium purchases paid-up income that begins on the annuity commencement date which is no less than 13 months or greater than 40 years from the issue date. The Annuity Commencement Date cannot be changed unless the Annuity Commencement Date Change rider is exercised (please see rider information below). There is no cash value prior to the Annuity Commencement Date.

Additional premium payments are permitted and these payments will buy additional paid-up income. There is a 10 day "free look" period where the owner can cancel the purchase of the additional income and receive a full refund for the premium associated with that purchase.

A death benefit, equal to the total premium payments, is payable prior to the Annuity Commencement Date. However, the owner may elect a Life only annuity that does not provide for a death benefit prior to the Annuity Commencement Date.

The following Annuity Payment Options are available, as described below.

- Life Annuity without Guarantee Period: Annuity Payments are made during the lifetime of the Annuitant. No minimum number

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of Annuity Payments are guaranteed.

- Life Annuity with Guarantee Period: Annuity Payments are made during the lifetime of the Annuitant and are guaranteed for the number of full years elected on the application.
- Life Annuity with Refund Certain: Annuity Payments are made during the lifetime of the Annuitant and are guaranteed until the amount of the accumulated Annuity Payments equals the total premiums paid under the contract.
- Joint Life Annuity with Survivor Benefit: Annuity Payments are made while at least one of the Annuitants is living. Payments may have no guaranteed period, may have a guaranteed period for a specific number of years or may provide a refund certain. When either Annuitant dies, the payments will be reduced after the end of the guarantee period.
- Joint Life Annuity with Primary Annuitant Survivor Benefit: Annuity Payments are made while at least one of the Annuitants is living. Payments may have no guaranteed period, may have a guaranteed period for a specific number of years or may provide a refund certain. When the Primary Annuitant dies, the payments will be reduced after the end of the guarantee period.

The owner also has the option to elect to have the annuity payments increase by a certain percentage each year.

Annuity Commencement Date Change Rider, form 12-ACDC:

This rider allows the owner to change the Annuity Commencement Date that was selected at issue. The owner can either accelerate or defer the Annuity Commencement Date subject to the conditions stated in the rider.

If exercised, the amount of the income will be adjusted to account for the new annuity commencement date. The adjustment is described in the rider. This rider will be automatically included in all contracts where we make this benefit available and which would qualify to receive such benefit.

This rider will terminate when the Annuity Commencement Date is changed. However, if the Annuity Commencement Date change is to a date that is later than the then current Annuity Commencement Date, this rider will not end as long as the Annuity Commencement Date had not previously been changed.

Payment Acceleration Rider, form 12-PAR:

This rider provides the option for accelerating 5 monthly annuity payments, to be paid in a lump sum with the next regularly scheduled payment. This can only be exercised once time during the life of the Basic Contract and is not available for the Life Annuity without Guarantee Period payment option. This rider will be automatically included in all contracts where we make this benefit available and which would qualify to receive such benefit.

Application, EB-016159:

The Individual Flexible Premium Deferred Paid-Up Fixed Annuity Application will be used to apply for the above forms.

Endorsements, 12-RIRA DIA, 12-SIRA DIA and 12-IRA DIA:

These endorsements are used to modify the contract to comply with the IRS requirements for the tax-qualified IRA market. These endorsements will be included when the contract is considered tax-qualified.

We are also enclosing the following:

- Any required applicable certifications, transmittals and filing fees
- An Actuarial Memorandum for the contract
- Statements of Variability, which describe those elements of the Policy Data page that are variable in nature, for the contract, rider, endorsements and application.

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We reserve the right to change duplex printing, line location of sentences and words, and the type font (but not the point size) of the forms without resubmitting them for approval.

I hope this information is satisfactory and that we may receive your Department's approval of this submission at your earliest convenience. If you have any questions or concerns over this submission, please feel free to contact me at (212) 598-7436, or via SERFF.

Sincerely,
Pete Diggins
Director, Individual Life Product Filing and Compliance

Company and Contact

Filing Contact Information

Lisa Capella, Specialist lcapella@glic.com
7 Hanover Square 212-598-1321 [Phone]
New York, NY 10004 212-919-2592 [FAX]

Filing Company Information

The Guardian Insurance & Annuity Company Inc. CoCode: 78778 State of Domicile: Delaware
7 Hanover Square Group Code: 429 Company Type:
New York, NY 10004 Group Name: State ID Number:
(212) 598-8000 ext. [Phone] FEIN Number: 13-2656036

Filing Fees

Fee Required? Yes
Fee Amount: \$350.00
Retaliatory? Yes
Fee Explanation: Fee in DE (our state of domicile) for Guardian Insurance & Annuity is \$50 per form
\$50 x 7 forms = \$350.00
Per Company: No

Company	Amount	Date Processed	Transaction #
The Guardian Insurance & Annuity Company Inc.	\$350.00	10/05/2012	63481499

State:	Arkansas	Filing Company:	The Guardian Insurance & Annuity Company Inc.
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/23/2012	10/23/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Individual Flexible Premium Deferred Paid-up Fixed Annuity Contract	Margaret Lewis-Forbes	10/12/2012	10/12/2012

State:	Arkansas	Filing Company:	The Guardian Insurance & Annuity Company Inc.
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium		
Product Name:	Deferred Income Annuity		
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Disposition

Disposition Date: 10/23/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variable Material		Yes
Form (revised)	Individual Flexible Premium Deferred Paid-up Fixed Annuity Contract		Yes
Form	Individual Flexible Premium Deferred Paid-up Fixed Annuity Contract	Replaced	Yes
Form	Annuity Commencement Date Change Rider		Yes
Form	Payment Acceleration Rider		Yes
Form	Individual Flexible Premium Deferred Paid-Up Fixed Annuity Application		Yes
Form	Roth Individual Retirement Annuity Endorsement		Yes
Form	Simple Individual Retirement Annuity Endorsement		Yes
Form	Individual Retirement Annuity Endorsement		Yes

SERFF Tracking #:	GARD-128611855	State Tracking #:		Company Tracking #:	12-DIA
State:	Arkansas	Filing Company:	The Guardian Insurance & Annuity Company Inc.		
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Product Name:	Deferred Income Annuity				
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Amendment Letter

Submitted Date: 10/12/2012

Comments:

We reworded the "Death of an Owner or the Annuitant Prior to the Annuity Commencement Date" provision as we realized there was an error that we wanted to correct. This is the only provision that was revised and this change does not affect how the contract works. We are sorry for any inconvenience this may have caused.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
12-DIA	Policy/Contract/Fr	Individual Flexible Initial					52.800	12-DIA.pdf
	ternal Certificate	Premium						
		Deferred Paid-up						
		Fixed Annuity						
		Contract						

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Form Schedule

Lead Form Number: 12-DIA							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		12-DIA	POL	Individual Flexible Premium Deferred Paid-up Fixed Annuity Contract	Initial:	52.800	12-DIA.pdf
2		12-ACDC	POLA	Annuity Commencement Date Change Rider	Initial:	57.400	12-ACDC.pdf
3		12-PAR DIA	POLA	Payment Acceleration Rider	Initial:	53.000	12-PAR DIA.pdf
4		EB-016459	AEF	Individual Flexible Premium Deferred Paid-Up Fixed Annuity Application	Initial:	52.000	EB-016459.pdf
5		12-RIRA DIA	POLA	Roth Individual Retirement Annuity Endorsement	Initial:	50.000	12-RIRA DIA.pdf
6		12-SIRA DIA	POLA	Simple Individual Retirement Annuity Endorsement	Initial:	50.000	12-SIRA DIA.pdf
7		12-IRA DIA	POLA	Individual Retirement Annuity Endorsement	Initial:	50.000	12-IRA DIA.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate

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POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages
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ANNUITANT
CONTRACT NUMBER

[JOHN DOE]
[00000000]

[35-MALE]
[JULY 01, 2012]

AGE AND SEX
ISSUE DATE



THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

A Stock Company Incorporated in the State of Delaware

Customer Service Office:

[P.O. Box 26210


Lehigh Valley, PA 18002-6210

1-800-221-3253]

Read this contract carefully. This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will make Annuity Payments in accordance with the provisions of this contract. The entire contract consists of the Basic Contract and any attached endorsements and additional benefit riders. This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is [1209 Orange Street, Wilmington, Delaware 19801]. **However, GIAC receives all communications at its Customer Service Office.**


Secretary


President

On the Annuity Commencement Date, GIAC will begin to make scheduled Annuity Payments to the Payee. Benefits depend on the Net Premiums paid and the Annuity Payment Option elected.

FREE LOOK PERIOD:

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within [10] days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will refund the total premiums paid. The contract will be void from the beginning.

THIS CONTRACT DOES NOT PROVIDE ACCESS TO FUNDS PRIOR TO THE ANNUITY COMMENCEMENT DATE. A DEATH BENEFIT MAY BE PAYABLE UPON A DEATH UNDER THIS CONTRACT. SEE THE DEATH OF OWNER OR ANNUITANT SECTION FOR MORE DETAILS. HOWEVER, NO DEATH BENEFIT WILL BE PAYABLE IF THE OWNER HAS ELECTED A LIFE ANNUITY WITHOUT GUARANTEED PERIOD ANNUITY PAYMENT OPTION THAT DOES NOT PROVIDE A DEATH BENEFIT.

Individual Flexible Premium Deferred Paid-Up Fixed Annuity Contract

- Premiums payable in accordance with contract provisions
- Annuity Payments begin on the Annuity Commencement Date
- **THIS CONTRACT HAS NO CASH SURRENDER VALUE**
- **THIS CONTRACT DOES NOT PERMIT LOANS OR WITHDRAWALS**
- Non-participating – No dividends payable

WE & YOU

In this contract, the words “we”, “our” or “us” refer to GIAC, and the words “you”, “your” and “yours” refer to the Owner of this contract.

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Any endorsements or additional benefit riders that are attached to the contract follow.

To obtain information about your contract you may call your agent or contact our Customer Service Office by telephone at [1-800-221-3253] or by mail sent to one of the following addresses:

For regular mail:
The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
[P.O. Box 26210
Lehigh Valley, PA 18002-6210]

For overnight delivery:
The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
[3900 Burgess Place
Bethlehem, PA 18017]

CONTRACT DATA

OWNER	[JOHN DOE]	AGE –SEX
[JOINT OWNER]	[JANE DOE]	[35 – MALE]
		[35 – FEMALE]
PRIMARY ANNUITANT	[JOHN DOE]	[35- MALE]
[SECONDARY ANNUITANT]	[JANE DOE]	[35- MALE]
CONTRACT NUMBER	[00000000]	
ISSUE DATE	[JULY 1, 2012]	
ANNUITY COMMENCEMENT DATE	[AUGUST 1, 2040]	
PAYEE(S)	[MARY DOE]	
BENEFICIARY	AS DESIGNATED IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT	
CONTRACT TYPE	[NON-QUALIFIED]	
CONTRACT NAME	[THE GUARDIAN SECUREFUTURE INCOME ANNUITY sm]	
INITIAL PREMIUM	[\$25,000]	
[LESS STATE ANNUITY TAX	[\$500]]	
NET PREMIUM	[\$24,500]	
DEATH BENEFIT	[100% OF THE PREMIUMS PAID]	
ANNUITY PAYMENT OPTION	[Joint Life Annuity with Primary Annuitant Survivor Benefit and Guaranteed Period]	
[GUARANTEED PERIOD	10 YEARS]	
[JOINT AND SURVIVOR PERCENTAGE	50%]	
[ANNUITY PAYMENT AMOUNT	[\$46.04]	
ANNUITY PAYMENT FREQUENCY	[Monthly]	
[ANNUITY PAYMENT GUARANTEED PERIOD END DATE	7/31/2021]	
[ANNUITY PAYMENT INCREASE PERCENTAGE	[3%]	
MINIMUM PREMIUM PAYMENT: \$[100.00]		
MAXIMUM ANNUAL PREMIUM PAYMENT ON AND AFTER THE FIRST CONTRACT ANNIVERSARY: [the Initial Premium plus any subsequent premiums paid prior to the first Contract Anniversary]		
MAXIMUM TOTAL PREMIUM PAYMENTS: \$[1,000,000.00]		

[ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS

- [ANNUITY COMMENCEMENT DATE CHANGE RIDER]
- [PAYMENT ACCELERATION RIDER]

See the applicable endorsement/rider form for additional information regarding these endorsements/riders.]

The following Annuity Payment Amounts apply to other Annuity Payment Frequencies. See the Annuity Payments section of this contract for information on when you may elect a different Annuity Payment Frequency.
[Quarterly = \$137.51 Semi-Annual = \$273.24 Annual = \$539.41]

1. DEFINITIONS

Certain important terms used in this contract are defined below. Additional terms, not explained here or specified on the Contract Data page, are defined in other parts of this contract.

Annuitant: The person(s) named on the Contract Data page on whose life the Annuity Payments are based. If a Joint Life Annuity is elected, a Primary Annuitant and a Secondary Annuitant must be named. The Annuitant(s) cannot be changed after the Issue Date.

Annuity Commencement Date: The date chosen by the Owner on which Annuity Payments under this contract begin. The Annuity Commencement Date is shown on the Contract Data page and cannot be changed unless the provisions of an Annuity Commencement Date Change rider that may be attached to this contract are exercised.

Annuity Payment: A regularly scheduled payment that is payable to the Payee under the terms of this contract.

Annuity Payment Guaranteed Period End Date: For Annuity Payment Options that have a guaranteed period, the date on which any guaranteed period under the Annuity Payment Option elected will end. This will be the earliest date on which Annuity Payments end. For Annuity Payment Options that offer a Refund Certain, this is the date on which the accumulated Annuity Payments equals the total premiums paid. This date may change if the provisions of an Annuity Commencement Date Change rider that may be attached to this contract are exercised. This date will not be applicable to an Annuity Payment Option with no guaranteed period.

Annuity Payment Option: An option under which Annuity Payments are made under this contract. The option applicable to this contract is shown on the Contract Data page. The list of available options is set forth in the Annuity Payments section.

Basic Contract: This contract excluding any additional benefit riders or endorsements.

Beneficiary: The person(s) who, by the terms of this contract is (are) entitled to receive any benefits under this contract upon the death of an Owner, or, upon the death of the last surviving Annuitant if there is a Non-Natural Owner. A Beneficiary may make elections on how distributions will be made from this contract unless you indicate otherwise in a signed written notice received at our Customer Service Office in Good Order.

Business Day: Any day on which GIAC is open for business. GIAC's close of business is 4:00 p.m., Eastern Time. If any transaction or event is scheduled to occur on a day that is not a Business Day, or if a transaction request is received after close of business, such transaction or event will be processed on the next following Business Day unless otherwise specified.

Contingent Beneficiary: The person(s) designated to receive any benefits under a contract upon an Owner's death should there be no surviving Owner and all Primary Beneficiaries predecease such Owner. In the event that a Contingent Beneficiary predeceases the Owner, unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, any benefits due to the deceased Contingent Beneficiaries will be distributed equally among the surviving Contingent Beneficiaries. If there are no surviving Contingent Beneficiaries, the benefits will be paid to the estate of the last surviving deceased Owner. (See Beneficiary and Primary Beneficiary definitions.)

Contract Anniversary: The same date of each calendar year as the Issue Date.

Good Order: Notice, including notification of a death of an Owner, Annuitant, Payee or Beneficiary, from any party authorized to initiate a transaction under this contract received at the Customer Service Office in a format satisfactory to us that includes all required information.

Internal Revenue Code ("Code"): The Internal Revenue Code of 1986 as amended, and the rules and regulations thereunder, and successor provisions thereto.

Issue Date: The date this contract is issued at our Customer Service Office. The Issue Date is shown on the Contract Data page.

Net Premium: The premiums paid by the Owner to us in accordance with the provisions of this contract, less the amount of annuity tax, if any. The Net Premium for the initial premium payment is shown on the Contract Data page.

Non-Natural Owner: An Owner that is a corporation, trust or other entity that is not a natural person as defined under the Internal Revenue Code.

Non-Qualified Contract: A contract other than a Qualified Contract.

Owner (“Contract Owner,” “you,” “your,” “yours”): The Owner has the rights to all benefits and to exercise all rights under this contract. The contract may be owned by a natural person, or Non-Natural Owners such as corporations or other forms of business entities, trusts, or custodial accounts.

Payee: The recipient of Annuity Payments under this contract. Unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, the Owner will be the Payee. The Owner has the right to name a different Payee, subject to our approval and the Payee provision of this contract.

Primary Beneficiary: The person(s) designated to receive benefits under a contract upon an Owner's death. In the event that a Primary Beneficiary predeceases the Owner, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any benefits due to a deceased Primary Beneficiary will be distributed equally among the surviving Primary Beneficiaries. In the event that all Primary Beneficiaries predecease the Owner, proceeds will be paid to the surviving Contingent Beneficiaries. (See Beneficiary and Contingent Beneficiary definitions).

Qualified Contract: A contract that is issued in conjunction with a retirement plan that receives favorable tax treatment under Sections 401, 403, 408, 408A or 457 of the Code.

Replacement Ratio: (a) divided by (b), where (a) is the actual present value of the remaining payments; and (b) is the present value of remaining payments calculated on the basis of the current pricing assumptions used in the determination of prices for the same type of annuity payments and for new contracts of the same class of contracts. If new contracts of such class of contracts are not currently being issued, then this amount will be calculated on the basis of our current assumptions for new annuitizations of the same type of annuity payments. The current Replacement Ratio is the Replacement Ratio as of the date of the calculation.

2. OWNER AND BENEFICIARY

Owner

The Owner is the person to whom this contract is issued or named as an Owner in any later change shown in our records. The Owner alone, subject to the conditions and limitations stated in this contract, has the right to receive all benefits and exercise all rights this contract grants or we allow. If this contract is a Qualified Contract, the Annuitant must be the person for whose benefit the contract is purchased and the Owner will be either the qualified plan or the person for whose benefit the contract is purchased, whichever is required by the applicable section of the Internal Revenue Code.

Joint Owners

If there is more than one Owner we consider them to be joint Owners. At issue, joint Owners are not permitted if there is a Non-Natural Owner or under Qualified Contracts.

Each joint Owner will possess an undivided interest in the contract. Each joint Owner named in our records must sign any written request for a contract transaction. If a joint Owner dies, ownership passes to the surviving joint Owner. If there are joint Owners, all references to "Owner", "you", "your" or "yours", are deemed to include all joint Owners, unless otherwise specified.

Qualified Contracts

For Qualified Contracts, unless we determine that the transaction conforms to the requirements of the applicable section of the Internal Revenue Code, the Owner may not:

- change the Owner or Payee;
- sell or assign this contract;
- pledge this contract as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than GIAC, unless the Owner is:
 - the trustee of any employee trust qualified under the Internal Revenue Code;
 - the custodian of a custodial account treated as such; or
 - the employer under a qualified non-trusteed pension plan.

Change of Owner

You may change the Owner of this contract by a written request in Good Order. Such change may be subject to state and federal gift taxes, federal income taxes and penalty taxes. If there are joint Owners, both Owners must agree in writing to any change of Owner. Any new Owner must meet our issue requirements in effect on the Business Day we receive your written request in Good Order at our Customer Service Office. Unless otherwise specified by the Owner, a change of Owner is effective on the date the notice of change is signed. However, the change will not apply to any payments made or actions taken by us on or before the Business Day we receive notice of the change at our Customer Service Office in Good Order. Once this change of ownership takes effect, all rights of ownership in this Contract will pass to the new Owner.

Beneficiary

The Owner may designate Beneficiary(ies) in a signed written notice received at our Customer Service Office in Good Order (See Primary Beneficiary and Contingent Beneficiary definitions). Prior to the Annuity Commencement Date, the Beneficiary will be the person or entity to which any death benefits under this contract are payable. If benefits are payable under this contract and there is a surviving Owner, that surviving Owner will be designated the sole Primary Beneficiary regardless of any Beneficiary designation shown in our records to the contrary.

If the Annuitant dies on or after the Annuity Commencement Date and there is no surviving Owner, any remaining benefit payable after an Annuitant's death will be paid to the Beneficiary. See the Annuity Payments section for more information.

Change of Beneficiary

The Owner may, subject to any existing assignment, change the Beneficiary at any time. Unless otherwise specified by the Owner, the change will take effect as of the date the request is signed whether or not the Owner or Annuitant is living when we receive the request in Good Order at our Customer Service Office. However, the change will not apply to any payments made or actions taken by us before the request is received in Good Order. The sole Primary Beneficiary of a Joint Life Annuity must be the spouse or civil union partner of an Annuitant. If the Annuitant and Beneficiary divorce or dissolve a civil union partnership, the owner can then name a new beneficiary. If the Owner is changed in accordance with the Change of Owner provision, the new Owner can name a new Beneficiary.

Assignment

We will not be bound by an assignment unless it is received at our Customer Service Office in Good Order. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the Beneficiary. The rights of any Owner or Beneficiary and the entire contract, as defined in The Contract provision set forth in the General Provisions section of this contract, will be subject to the assignment. We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for any tax consequences arising from or the validity of any assignment, or for any actions taken in reliance on the validity of the assignment.

Unless otherwise provided, the assignee may exercise all rights granted by this contract except the right to change the Owner, Payee or Beneficiary. Unless otherwise specified by the Owner, an assignment is effective on the date the notice of assignment is signed. However the Assignment will not apply to any payments made or actions taken by us on or before the Business Day we receive the assignment at our Customer Service Office in Good Order.

3. DEATH OF OWNER OR ANNUITANT

Compliance with Sections 72(s) or 401(a)(9) of the Internal Revenue Code

Notwithstanding any provision of this contract to the contrary, no payment of benefits provided under the contract will be allowed that does not satisfy the requirements of section 72(s) of the Code, as amended from time to time, for Non-Qualified Contracts or section 401(a)(9) of the Code, as amended, for Qualified Contracts.

Death of an Owner or the Annuitant Prior to the Annuity Commencement Date

The death benefit shown on the Contract Date page will be paid in a lump sum within 5 years of the date of death and in accordance with the terms of the Death Benefit provision in the following situations:

- For a Single Life Annuity, upon the death of an Owner or Annuitant prior to the Annuity Commencement Date; or
- For a Joint Life Annuity, upon the death prior to the Annuity Commencement Date of:
 - An Owner, unless at the time of that Owner's death at least one Annuitant is still living and the spouse or civil union partner of the deceased Owner is the sole Primary Beneficiary; or
 - The last surviving Annuitant.

Death of an Owner or Annuitant On or After the Annuity Commencement Date

Upon the death of an Owner on or after the Annuity Commencement Date, ownership will pass to:

- any surviving joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary; if none then
- the last surviving Owner's estate.

If the deaths of both the Owner and any person identified above to succeed as Owner occur within 15 calendar days of each other, for purposes of this provision it is assumed that such person predeceased the Owner.

When ownership passes to multiple Primary or Contingent Beneficiaries, each Beneficiary at the applicable level succeeding to ownership becomes an Owner of that portion of the annuity benefit designated for that Beneficiary by the deceased Owner; if no portion is so designated then each Beneficiary shares equally. Each new Owner has ownership rights only to the extent of the portion of the annuity benefit that has been designated for the respective Beneficiary.

Upon the death of the last surviving Annuitant on or after the Annuity Commencement Date, Annuity Payments will stop unless such death occurs prior to the Annuity Payment Guaranteed Period End Date shown on the Contract Data page or as subsequently changed due to the exercising of an Annuity Commencement Date Change rider that may be attached to this contract. In that case, Annuity Payments will continue as described in the applicable Annuity Payment Option provision.

Upon the death of an Owner on or after the Annuity Commencement Date, any remaining portion of the interest in this contract will be distributed at least as rapidly as under the method of distribution used as of the date of death.

Death of Beneficiary

In the event that all Primary Beneficiaries predecease the Owner, we will pay any benefit due a Beneficiary under this contract to the surviving Contingent Beneficiaries. In the event that a Contingent Beneficiary predeceases the Owner, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any benefits due the deceased Contingent Beneficiaries will be distributed equally among the surviving Contingent Beneficiaries.

You may instead elect to name Contingent Beneficiaries in a numbered sequence. If so, all benefits are paid to the surviving Contingent Beneficiaries in the lowest numbered class. For example, if you name a first Contingent Beneficiary, a second Contingent Beneficiary and a third Contingent Beneficiary, we will pay the benefits to the first Contingent Beneficiary if he or she has not predeceased the Owner. If the first Contingent Beneficiary is not alive, we will pay the benefits to the second Contingent Beneficiary, if alive and to the third Contingent Beneficiary only if neither the first or second Contingent Beneficiaries is alive. If there are no surviving Contingent Beneficiaries, we will pay the benefits to the estate of the last surviving Owner.

Unless otherwise provided, in order for a Beneficiary to be deemed not to have predeceased an Owner or other Beneficiary, that Beneficiary must be living on the earlier of:

- the date we receive Due Proof of Death in Good Order at our Customer Service Office of an Owner or, in the case of a Non-Natural Owner, the last surviving Annuitant; or
- the 15th day after the date of death of an Owner or, in the case of a Non-Natural Owner, the last surviving Annuitant.

Death Benefit

If based on the provisions of this contract a death benefit is payable, the death benefit shown on the Contract Data page will be paid in a lump sum to the Beneficiary. The Beneficiary may have an option to elect to have all or part of the benefit paid under an alternative option that we may make available to the Beneficiary. Payment under one of these alternatives must be for the life of the Beneficiary or for a period that does not exceed the life expectancy of the Beneficiary at the time of death of the Owner. If the Beneficiary elects one of these options, payments must begin within one year of the death of the Owner. If no option is elected within 30 days of our receipt of proof of death at our Customer Service Office, we will make an immediate lump-sum payment to the Beneficiary.

4. PREMIUM PAYMENTS

Subject to the minimum and maximum amounts set forth on the Contract Data page, we will accept premiums under this contract at any time up to 13 months prior to the Annuity Commencement Date. We will not accept a premium if any Annuitant is not living at the time the premium payment is made.

Each additional premium payment will purchase an additional Annuity Payment Amount. Annuity Payment Amounts are based on:

- the purchase rates in effect at the time the premium is received at our Customer Service Office;
- the age of the Annuitant(s) at the time the premium is received at our Customer Service Office;
- the Annuity Commencement Date;
- the Annuity Payment Option;
- for a Non-Qualified Contract, the sex of the Annuitant(s); and
- any other options selected at the time of application for this contract.

All premiums are payable at our Customer Service Office. Upon request, we will give you a receipt signed by one of our officers. The initial premium is shown on the Contract Data page. The Contract Data page shows the limitations regarding premium payments. These limitations may be exceeded only with our written consent. We reserve the right not to accept any premium that would result in a violation of applicable Internal Revenue Service required minimum distribution rules.

Within 30 days of receipt of an additional premium payment, we will provide you with a written confirmation stating the amount of the additional premium payment, the Annuity Payment Amount purchased by that premium, the Annuity Payment Option, and the Annuity Commencement Date. Within 10 days after receiving this confirmation, you may request a refund of that premium payment. Notice of such request must be received at our Customer Service Office no later than the 10th day after your receipt of the confirmation notice. Upon receipt of such request in Good Order we will refund the full amount of the additional premium payment and the Annuity Payment Amount purchased by that premium will be void.

5. ANNUITY PAYMENTS

Annuity Payments

On the Annuity Commencement Date, if at least one Annuitant is living and a death benefit would not otherwise be payable due to the death of an Owner or Annuitant prior to the Annuity Commencement Date, we will begin to make Annuity Payments under the Annuity Payment Option shown on the Contract Data page. The amount of the Annuity Payments is equal to the total Annuity Payment Amounts purchased through all premiums paid under this contract. You may elect for payments to be made monthly, quarterly, semi-annually or annually. The Annuity Payment Frequency is shown on the Contract Data page. You may change the Annuity Payment Frequency if we receive a written request in Good Order at our Customer Service Office 60 days prior to the Annuity Commencement Date. The Annuity Payment Frequency may not be changed on or after the Annuity Commencement Date.

Payee

We make Annuity Payments to the Payee(s). Unless otherwise elected by the Owner, the Owner is the Payee. The Owner, subject to our approval and in accordance with the provisions of this contract, may elect to name a new Payee. If a new Payee is named, we will begin making payments to the new Payee once we receive written notification at our Customer Service Office in Good Order of the new Payee. Any change of Payee is effective on the date the notice of change is signed. However, this change will not apply to any payments made or actions taken by us on or before the Business Day we receive notice of the change at our Customer Service Office in Good Order. In addition, the Payee may change if:

- there is a change of Owner; or
- a Payee dies.

In either case, unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, the Owner becomes the new Payee.

If we have reason to believe that the last surviving Annuitant is no longer living and any Guaranteed Period has ended, or if we do not have the necessary information in order to make an Annuity Payment to any new Owner or Payee, we may suspend Annuity Payments until such time that we receive information that an Annuitant remains alive or until the necessary information is received in Good Order at our Customer Service Office. Once such information is received, any suspended Annuity Payments will be paid to the appropriate Payee.

Annuity Payment Options

You may elect to receive Annuity Payments from one of the following options. On or after the Issue Date, you may not change the Annuitant(s), Annuity Commencement Date (unless an Annuity Commencement Date Change rider that may be attached to this contract is exercised), Annuity Payment Option, any applicable Annuity Payment Increase Percentage, guaranteed period or, in the case of a Joint Life Annuity, the survivor percentage.

Life Annuity without Guaranteed Period

We will make Annuity Payments during the lifetime of the Annuitant. We do not guarantee a minimum number of Annuity Payments under this option. You may elect to have no death benefit paid prior to the Annuity Commencement Date under this option. If no death benefit is elected, this contract ends with no benefits payable upon the death of the Annuitant.

Life Annuity with Guaranteed Period

We will make Annuity Payments during the lifetime of the Annuitant. Payments are guaranteed for the number of full years chosen in the application. The Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and cannot be changed. If the Annuitant dies before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period to the Owner, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum. If an Annuity Commencement Date Change rider that may be attached to this contract is exercised, the Annuity Payment Guaranteed Period End Date will be recalculated based on the new Annuity Commencement Date.

Life Annuity with Refund Certain

We will make Annuity Payments during the lifetime of the Annuitant. Payments are guaranteed until the amount of the accumulated Annuity Payments equals the total premiums paid under this contract. The Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and cannot be changed. If an Annuity Commencement Date Change rider that may be attached to this contract is exercised, the Annuity Payment Guaranteed Period End Date will be recalculated based on the new Annuity Commencement Date. If the Annuitant dies before the Annuity Payment Guaranteed Period End Date (the date the total Annuity Payments equals the total premiums paid under this contract), we will pay the balance of the payments for the remainder of that period unless the Owner elects to be paid the then remaining guaranteed Annuity Payments in a lump sum.

Joint Life Annuity with Survivor Benefit

We will make Annuity Payments while at least one of the Annuitants (Primary Annuitant or Secondary Annuitant) shown on the Contract Data page is living. Based on your selection, payments may have no guaranteed period, may have a guaranteed period for a specific number of years, or may provide a refund certain. If a guaranteed period or refund certain option is elected, the Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and this date cannot be changed unless an Annuity Commencement Date Change rider that may be attached to this contract is exercised. If the refund certain option is elected, the Annuity Payment Guaranteed Period End Date is the date on which the total Annuity Payments equals the accumulated premiums paid under this contract.

When an Annuitant dies, if there is no guaranteed period, payments based on a percentage of the Annuity Payment in effect while both were living will continue for the lifetime of the surviving Annuitant. The Joint and Survivor Percentage is shown on the contract date page and cannot be changed.

If there is a guaranteed period and an Annuitant dies prior to the Annuity Payment Guaranteed Period End Date, payments will continue until the end of any applicable Annuity Payment Guaranteed Period End Date. Thereafter, Annuity Payments based on a percentage of the Annuity Payment in effect while both were living will continue for the lifetime of the surviving Annuitant. The Joint and Survivor Percentage is shown on the Contract Data page and cannot be changed.

If both Annuitants die before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum.

Joint Life Annuity with Primary Annuitant Survivor Benefit

We will make Annuity Payments while at least one of the Annuitants (Primary Annuitant or Secondary Annuitant) shown on the Contract Data page is living. Based on your selection, payments may have no guaranteed period, may have a guaranteed period for a specific number of years, or may provide a refund certain. If a guaranteed period or refund certain option is elected, the Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and this date cannot be changed unless an Annuity Commencement Date Change rider that may be attached to this contract is exercised. If the refund certain option is elected, the Annuity Payment Guaranteed End Date is the date on which the accumulated Annuity Payments equal the total premiums paid under this contract.

If the Primary Annuitant dies first and there is no guaranteed period, payments based on a percentage of the Annuity Payment in effect while both were living will continue for the lifetime of the Secondary Annuitant. The Joint and Survivor Percentage is shown on the contract date page and cannot be changed. If the Secondary Annuitant dies prior to the Primary Annuitant, the Annuity Payment Amount will not be affected by the first death.

If there is a guaranteed period and the Primary Annuitant dies first and prior to the Annuity Payment Guaranteed Period End Date, payments will continue until the end of any applicable Annuity Payment Guaranteed Period End Date. Thereafter, Annuity Payments will be based on a percentage of the Annuity Payment in effect while both were living and will continue for the lifetime of the Secondary Annuitant. If the Secondary Annuitant dies prior to the Primary Annuitant, the Annuity Payment Amount will not be affected by the first death. The Joint and Survivor Percentage is shown on the Contract Data page and cannot be changed.

If both Annuitants die before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period to the Owner, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum.

Annuity Payment Increase Benefit

For certain Annuity Payment Options, you may choose to have Annuity Payments increase annually on each anniversary of the Annuity Commencement Date by a fixed percentage. If elected on the application, each year the amount of the increase in the Annuity Payment is determined by multiplying the Annuity Payment Increase Percentage shown on the Contract Data page by the prior year's Annuity Payment.

If a Joint Life Annuity With Survivor Benefit or Joint Life Annuity With Primary Annuitant Survivor Benefit is elected, the amount of the increase in the Annuity Payment beginning on the anniversary of the Annuity Commencement Date occurring on or after the later of the Annuity Payment Guaranteed Period End Date or the date of the first Annuitant's death (or in the case of the Joint Life Annuity with Primary Annuitant Survivor Benefit the Primary Annuitant's death) is calculated by multiplying (a) the Annuity Payment Increase Percentage by (b) the Annuity Payment Amount after the adjustment described in the applicable Joint Life Annuity provision.

Present Value of Remaining Payments Upon Death of Annuitant

If the last surviving Annuitant dies on or after the Annuity Commencement Date but prior to any applicable Annuity Payment Guaranteed Period End Date, during the 6 month period beginning on the date we receive notice of such death (the "Election Period"), the Owner has the option to elect to receive all remaining guaranteed Annuity Payments in a lump sum. The present value of the remaining guaranteed Annuity Payments will be determined as of the date we receive written request at our Customer Service Office in Good Order. For certain Annuity Payment Options, the lump sum payment will be the present value of the remaining Annuity Payments and as such will be for an amount less than the sum of the remaining Annuity Payments payable through the Annuity Payment Guaranteed Period End Date. The interest rate used to compute the present value of such remaining Annuity Payments will be the average of the Monthly Average of the Composite Yield on Seasoned Corporate Bonds, as published by Moody's Investors Service, Inc. for the 12 months preceding the calendar month ending one month before the first day of the month in which the request for the lump sum is received rounded to the nearest 1/20th of a percent, plus 1%. If the above index is discontinued, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you or any assignee of record before a substitute index is used.

During the Election Period, the Owner may request information on the calculation of the present value of any remaining Annuity Payments. Within 15 days of our receipt of such request, we will provide the following: (a) the present value of the remaining Annuity Payments; (b) an explanation of how the present value of the remaining Annuity Payments was calculated; (c) the current Replacement Ratio and (d) the paperwork necessary to process a lump sum payment request.

If the Owner requests to receive a lump sum payment of the present value of the remaining Annuity Payments prior to receiving the information described above, we will send the information within 15 days of our receipt of such request. The Owner may then elect to receive the lump sum payment by submitting the completed paperwork in Good Order to our Customer Service Office. We will send the Owner the lump sum payment within 15 days of our receipt of such paperwork.

Beneficiary Restrictions

The Owner shown on the Contract Data page or as subsequently changed in accordance with the Change of Owner provision may designate that a Beneficiary who becomes Owner upon their death cannot elect to receive the present value of remaining Annuity Payments in a lump sum. Such designation must be made in writing in Good Order, and may only be revoked by the written notice received at our Customer Service Office in Good Order by all Owners shown on the Contract Data page as of the Issue Date who are still living as of the date of the request for revocation. Upon the death of such Owner(s), a Beneficiary will not be able to revoke this restriction.

6. GENERAL PROVISIONS

The Contract

The entire contract consists of this contract and any attached endorsements and additional benefit riders. We rely upon the statements made by the applicant in issuing this contract. All statements made by the applicant are assumed to be true to the best knowledge and belief of the person(s) making them. These statements, in the absence of fraud, are deemed to be representations and not warranties.

Only the President, a Vice President, or the Secretary of GIAC may make or modify this contract, and then only in writing. No agent is authorized to change this contract, waive any of our requirements or waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above. We may at any time make a change in this contract to the extent that such change is required in order to make this contract conform with any law or regulation issued by a governmental authority to which it is subject.

State Annuity Tax

If we are required to pay state annuity tax on a premium payment made under this contract, we will deduct the amount of that tax from the premium payment at the time the payment is made and prior to determining the Annuity Payment Amount applicable to that premium.

Age and Sex

If the age or sex, if applicable, of an Annuitant has been misstated, we will adjust any benefit payable under this contract, based on the correct age and sex. Any overpayments we make because of such misstatement, with interest at 5% a year, compounded annually, will be charged against benefits falling due after the adjustment. If we make any underpayment because of such misstatement, we will pay the balance immediately, with interest at 5% a year, compounded annually.

Incontestability

This contract is incontestable.

Proof of Age and Survival

We have the right to require satisfactory proof in Good Order of the age of an Annuitant and that an Annuitant is living when a payment is contingent upon the Annuitant's survival. We will not require proof more than once in a 12-month period. If we request proof, we have the right to discontinue Annuity Payments until we receive proof in Good Order at our Customer Service Office.

Notice of Death

We require that the death of an Annuitant, Owner, Payee or Beneficiary must be reported to our Customer Service Office as soon as reasonably possible. We are entitled to recover any overpayments made to a Payee due to the failure to provide timely notification of such death.

Protection of Benefits

To the extent permitted by law, the payments made under an Annuity Payment Option will not be subject to encumbrance, or to the claims of creditors or legal process.

Communications with Us

We receive all communications only at our Customer Service Office. Please include the contract number, full names of any Owner(s) and Annuitant, and each Owner's current address in all correspondence with us.

Payments by Us

Any payment by us under this contract is payable at our Customer Service Office.

Nonparticipating

This contract is not eligible for dividends and will not share in the surplus earnings of GIAC.

Reports to the Owner

We will provide a written report to the Owner at least once each contract year, without charge, detailing the status of this Contract, and any other information required under state or federal law. You may request additional reports at any time, however we reserve the right to charge an amount not to exceed \$25 for the additional report.

The annual report will include the following information as of the most recent Contract Anniversary:

- the beginning and end dates of the current reporting period;
- the premiums received to-date, by date received; and
- the Annuity Payment Amount purchased by each premium, indicating the Annuity Commencement Date and Annuity Payment Option and Frequency,

The report will also include any other information required by the jurisdiction in which this contract is delivered.



The Guardian Insurance &
Annuity Company, Inc.

Customer Service Office:
[P.O. Box 26210
Lehigh Valley, PA 18002-6210]

A Stock Company
Incorporated in the
State of Delaware

Individual Flexible Premium Deferred Paid-Up Fixed Annuity Contract

- Premiums payable in accordance with contract provisions
- Annuity Payments begin on the Annuity Commencement Date
- **THIS CONTRACT HAS NO CASH SURRENDER VALUE**
- **THIS CONTRACT DOES NOT PERMIT LOANS OR WITHDRAWALS**
- Non-participating – No dividends payable

ANNUITY COMMENCEMENT DATE CHANGE RIDER

This rider is made part of the contract to which it is attached. This rider allows for the Annuity Commencement Date (ACD) of the Basic Contract to be changed.

To the extent any provisions contained in this rider are contrary to or inconsistent with those of the Basic Contract, the provisions of this rider will control. Terms that are not defined below have the meanings designated in the Basic Contract, which is defined as the contract to which this rider is attached excluding any additional benefit riders or endorsements.

SPECIFICATIONS

[Earliest Annuity Commencement Date: [AUGUST 1, 2035]

Latest Annuity Commencement Date: [AUGUST 1, 2045]

Annuity Mortality Table: [Annuity 2000 Mortality Table]

Interest Rate Change Index: [Composite Yield on Seasoned Corporate Bonds, as published by Moody's Investors Service, Inc. using the rate in effect 3 Business Days prior to the date of the initial request for the change to the Annuity Commencement Date.]

ACD Change Factor: [1.50%]]

Changing the Annuity Commencement Date

No later than 14 days prior to the Annuity Commencement Date, you may request to change the Annuity Commencement Date to a new date subject to the Earliest Annuity Commencement Date and the Latest Annuity Commencement Date shown in the Specifications section of this rider. The new Annuity Commencement Date cannot be within 60 days of a premium payment. The request for such a change must be in writing and received at our Customer Service Office in Good Order. This rider will terminate when the Annuity Commencement Date is changed. However, if the Annuity Commencement Date change is to a date that is later than the then current Annuity Commencement Date, this rider will not end as long as the Annuity Commencement Date had not previously been changed. If the Annuity Commencement Date has been changed and the rider remains in effect, the Earliest Annuity Commencement Date is changed to the original Annuity Commencement Date shown in the Basic Contract.

We will send you written notification of the change in Annuity Commencement Date including the new Annuity Payment Amount.

Effect of Annuity Commencement Date on Annuity Payment Amounts

By exercising this rider, the Annuity Payment Amounts under the Basic Contract will be adjusted based on the new Annuity Commencement Date. The Annuity Payment Amounts will be adjusted on an actuarially equivalent basis. The Annuity Payment Amounts will be determined based on the Annuity Mortality Table and Interest Rate Change Index shown in the Specifications section of this rider. The Interest Rate Change Index will be adjusted by the ACD Change Factor shown in the Specifications section of this rider. If the Annuity Commencement Date is changed to a date earlier than the then current Annuity Commencement Date we will increase the Interest Rate Change Index by the amount of the ACD Change Factor. If the Annuity Commencement Date is changed to a date later than the then current Annuity Commencement Date, we will lower the Interest Rate Change Index by the ACD Change Factor but not to a percentage that is less than zero.

If the Interest Rate Change Index shown in the Specifications section is discontinued, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you or any assignee of record before a substitute index is used.

Rider Termination

This rider terminates on the earliest of the following:

- The date we receive your written request to cancel this rider in Good Order at our Customer Service Office;
- The Date the Basic Contract ends; or
- The Annuity Commencement Date of the Basic Contract; or
- The date the Annuity Commencement Date is changed and the rider is terminated in accordance with the terms of the Changing the Annuity Commencement Date provision.

The Guardian Insurance & Annuity Company, Inc.



Secretary

PAYMENT ACCELERATION RIDER

This rider is made part of the contract to which it is attached. This rider provides the option to elect to accelerate Annuity Payments under the Basic Contract. To the extent any provisions contained in this rider are contrary to or inconsistent with those of the Basic Contract, the provisions of this rider will control. Terms that are not defined below have the meanings designated in the Basic Contract.

Payment Acceleration Feature

An Owner may elect to accelerate five monthly Annuity Payments in one lump sum subject to the following conditions:

- this rider is in effect;
- the request is made on or after the Annuity Commencement Date;
- The Owner is at least age 59 ½; and
- the Annuity Payment Frequency is monthly.

The accelerated Annuity Payment will be paid on the next scheduled Annuity Payment date following receipt of the request for acceleration at our Customer Service Office in Good Order. The payment on that Annuity Payment date will consist of the accelerated Annuity Payment plus the regularly scheduled Annuity Payment.


We will stop scheduled Annuity Payments under the contract after the payment of the accelerated Annuity Payment is made. Scheduled Annuity Payments will resume on the Annuity Payment date next following the last Annuity Payment accelerated under this rider. Such scheduled Annuity Payments are not affected by the acceleration of the Annuity Payments described in this rider. Acceleration of Annuity Payments can occur only one time during the life of the Basic Contract.

Termination

This rider terminates on the earliest of the following:

- the date the Basic Contract terminates; or
- six months prior to the Annuity Payment Guaranteed Period End Date shown on the Contract Data page; or
- the date an acceleration request under this rider is processed.

The Guardian Insurance & Annuity Company, Inc.



Secretary

Guardian SecureFuture Income AnnuitySM
An Individual Flexible Premium Deferred Paid-Up Fixed Annuity



The Guardian Insurance & Annuity Company, Inc. (GIAC) Domiciled in Delaware
Customer Service Office: 3900 Burgess Place, 3 South, Bethlehem, PA 18017

Instructions: Send completed application and check made payable to The Guardian Insurance & Annuity Company, Inc. to the mailing address on the last page.

1. CONTRACT TYPE

Check either Non-Qualified or one of the Qualified Contract Types:

☐ Non-Qualified (NQ) ☐ Traditional IRA ☐ Roth IRA* ☐ Roth Conversion IRA ☐ Custodial IRA (Traditional or Roth) ☐ SEP

*Joint Life Annuity not permitted with Roth IRA.

2. PREMIUM PAYMENT

Initial Premium Payment: \$_____. (Minimum premium is \$5,000)

Payment Method: ☐ Check (payable to GIAC) ☐ Wire* ☐ I035 Exchange ☐ Rollover ☐ Direct Transfer ☐ CD/Mutual Fund Transfer

*See last page for wiring instructions

3. ACCOUNT REGISTRATION

3.A Owner Check One: ☐ Male ☐ Female ☐ Trust (Complete Trust Certification form) ☐ Custodial IRA (Traditional or Roth)

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address (No P.O. Box)	City	State	Zip
Mailing Address (Required if different from primary residential address)	City	State	Zip
E-mail	Daytime Telephone		

Joint Owner (If any) Not available for Qualified Contracts - **Must be Spouse of Owner** Check One: ☐ Male ☐ Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address (No P.O. Box)	City	State	Zip

3.B Primary Annuitant - Must be Owner Check One: ☐ Male ☐ Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy) (Proof may be required)
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Secondary Annuitant - Required if Joint Life Annuity is elected - **Must be Spouse of Annuitant** Check One: ☐ Male ☐ Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy) (Proof may be required)
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4. PRIMARY BENEFICIARY (Skip to Section 6 if electing Life Annuity Without Guaranteed Period - No Death Benefit)

The percentage allocated to primary and contingent beneficiaries must each add up to 100%.

☐ A Beneficiary Addendum listing additional primary and/or contingent beneficiaries is attached.

			Optional, but Recommended	
Primary Beneficiary Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
Primary Beneficiary Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
Primary Beneficiary Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
Primary Beneficiary Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth

• When purchasing a Joint Life Annuity, the Second Annuitant **must** be the sole Primary Beneficiary. If the owner is a grantor trust, the sole Primary Beneficiary must be the "surviving spousal annuitant" when Joint Life Annuity is selected. • Beneficiary designation changes cannot be made before the Annuity Commencement Date (ACD) on Joint Life annuities.

• Non-spousal beneficiaries will receive an immediate lump sum distribution if a death benefit is payable. This will result in an immediate taxable event for taxable amounts. This taxable event can be avoided for non-spousal beneficiaries of IRA contracts if they notify us within 30 days of a death that they wish to transfer the death benefit to an Inherited IRA.

5. BENEFICIARY RESTRICTIONS (Optional)

☐ Check here if you wish to restrict your beneficiary's rights under the contract once payments have begun.

If you elect this option, the beneficiary may not elect to receive the present value of the remaining guaranteed annuity payments (if any) in a lump sum.

6. ANNUITY PAYMENT OPTIONS

6.A. Choose One:

- ☐ **Single Life** (Single Life is the only option available to fund a Roth IRA)
- ☐ **Joint Life Annuity with 100% to Survivor**
- ☐ **Joint Life Annuity with Payment Reduction to Survivor** (Not available with Life Annuity with Refund Certain)
- ☐ Reduction Upon Death of **Primary** Annuitant
- ☐ Reduction Upon Death of **either** Annuitant
- Choose Remaining Payment % to Survivor
- ☐ 50% ☐ 66 ⅔% ☐ 75% ☐ Other _____% (whole % only)

6.B. Choose One:

- ☐ **Life Annuity WITHOUT Guaranteed Period* - No Death Benefit****
- ☐ **Life Annuity WITHOUT Guaranteed Period* with Return of Premium Death Benefit**
- ☐ **Life Annuity with Guaranteed Period - Return of Premium Death Benefit** - Years (Choose one):
- ☐ 5 ☐ 10 ☐ 15 ☐ 20 ☐ 30 ☐ Other (whole years between 5 and 30 years) _____
- ☐ **Life Annuity with Refund Certain*** - Return of Premium Death Benefit**

*Life Annuity WITHOUT Guaranteed Period does not offer the ability to change your Annuity Commencement Date (ACD). **No death benefits will be paid under this option. Complete Death Benefit Waiver form and submit with application ***Only available with Single Life and Joint Life with 100% to Survivor

6.C. Payment Frequency (Choose One): ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

6.D. Annuity Commencement Date (ACD) (No sooner than the beginning of the 13th calendar month after issue; no later than 40 years from issue date of contract. Age limits apply to the owner for Traditional, SEP and Custodial IRAs and to the oldest annuitant for Roth IRA and Non-Qualified Joint Life contracts.):

Choose one: _____ mm/dd/yyyy **OR** ☐ I elect the maximum allowable ACD of age 85 for Non-Qualified and Roth IRA; age 70½ for Traditional, SEP and Custodial IRA

7. OPTIONAL ANNUITY PAYMENT INCREASE BENEFIT

Choose One: I elect a ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5% compound interest annuity payment increase.

• **Choosing the Annuity Payment Increase Benefit will result in a lower initial annuity payment.**

- Only available if the Owner is at least age 25 on issue date and age 59½ or older when payments commence; availability subject to IRS RMD guidelines on Qualified contracts.
- If you elect this option you will not be able to change your ACD (if available) to a date prior to age 59½.

8. SPECIAL PAYMENT INSTRUCTIONS (Optional)

A voided check pre-printed with the Owner's name as shown in the Account Registration section, above, must be on file with GIAC or attached to a request for direct deposit. By completing this section and signing in the Signature section, below, (i) I hereby authorize GIAC to deposit annuity payments from this contract to the designated account; and (ii) I understand that in the event an overpayment(s) should be credited to the account, I hereby authorize GIAC to initiate, if necessary, debit entries and adjustments for any credit entries. Election of direct deposit and/or designation of a third party payee for annuity payments will remain in effect until GIAC receives further written instructions from the Owner or until direct deposit is discontinued by owner's financial institution. Contact GIAC Customer Service for detailed information on the Direct Deposit and/or third party payee program, including how to cancel the program.

PAYEE #1 of _____ %

Financial Institution

or

First Name	M.I.	Last Name	Suffix
Payee SSN/TIN			

☐ Send **check** by mail to address below

Address		
City	State	Zip
Entity Name		
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship	

or ☐ **Direct Deposit** (attach a voided check)

Bank/Financial Institution Name
Account Owner Name
ABA Routing Number
Account Number
Account Type

PAYEE #3 of _____ %

Financial Institution

or

First Name	M.I.	Last Name	Suffix
Payee SSN/TIN			

☐ Send **check** by mail to address below

Address		
City	State	Zip
Entity Name		
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship	

or ☐ **Direct Deposit** (attach a voided check)

Bank/Financial Institution Name
Account Owner Name
ABA Routing Number
Account Number
Account Type

PAYEE #2 of _____ %

Financial Institution

or

First Name	M.I.	Last Name	Suffix
Payee SSN/TIN			

☐ Send **check** by mail to address below

Address		
City	State	Zip
Entity Name		
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship	

or ☐ **Direct Deposit** (attach a voided check)

Bank/Financial Institution Name
Account Owner Name
ABA Routing Number
Account Number
Account Type

PAYEE #4 of _____ %

Financial Institution

or

First Name	M.I.	Last Name	Suffix
Payee SSN/TIN			

☐ Send **check** by mail to address below

Address		
City	State	Zip
Entity Name		
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship	

or ☐ **Direct Deposit** (attach a voided check)

Bank/Financial Institution Name
Account Owner Name
ABA Routing Number
Account Number
Account Type

9. REPLACEMENT INFORMATION (REQUIRED)

IMPORTANT - THIS SECTION MUST BE COMPLETED IN FULL

Do you have an existing life insurance policy or annuity contract?

☐ Yes ☐ No

Note: If you answer "Yes" to this question, certain states require you to complete and submit an Important Notice form with the application.

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy?

☐ Yes ☐ No

Note: If you answer "Yes" to this question, complete any replacement forms required by the applicable state. Also, provide the information below on all contracts or policies to be replaced.

Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #

10. CONTRACT STATE (Required if signing this application in a state other than your state of primary residence)

The contract state is your state of primary residence (Owner's primary residential address from Section 3) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

- ☐ I have a second residence in the state of signing. ☐ I work or conduct business in the state of signing.

If none of the above apply, the application must be signed in your state of primary residence.

11. WITHHOLDING ELECTION & IMPORTANT TAX NOTIFICATION

If you do not complete this section, GIAC will automatically withhold federal income taxes and any mandatory state income taxes from your annuity payment(s), reducing the amount sent to you.

☐ I DO NOT want income tax withheld.

☐ I DO want income tax withheld.

• Withhold _____% federal income tax*

• Withhold _____% state income tax**

GIAC and its affiliates, subsidiaries, employees and agents do not provide tax or legal advice. Tax laws and regulations are complex and subject to change. For complete information about your specific situation, consult your attorney or tax advisor. ■ The taxable portion of a payment from an annuity contract is considered ordinary income for tax purposes. GIAC is required to withhold federal taxes (and state taxes where applicable) from any annuity payment, unless you opt out of income tax withholding and provide your social security or tax ID number. ■ Even if you elect not to have federal income tax withheld, you are liable for payment of federal income tax on the taxable portion of your annuity payment and GIAC is obligated to report this information both to you and to the Internal Revenue Service (IRS). If your payment of estimated tax and withholding, if any, is not adequate, you may also be subject to penalties under the estimated tax payment rules. ■ If you are a U.S. citizen/legal resident/resident alien and the withdrawal check is sent outside the United States, GIAC is required to withhold federal tax. ■ 30% federal income tax withholding applies to non-resident aliens unless they properly complete Form W-8BEN and treaty provisions pertaining to their country of residence provide for a different withholding amount.

* If you do not select a federal income tax withholding percentage or if you designate less than 10% above, GIAC will withhold the minimum amount required by current federal law, which is 10%. GIAC does not withhold taxes from or provide tax reporting on Custodial IRA contracts. Additional restrictions may apply.

** State income tax withholding requirements vary depending on your state of primary residence at the time of the payment. States fall into one of the following four categories:

- 1) Certain states require state income tax withholding if federal income tax is withheld. In these states, if you indicate a federal income tax withholding percentage and you do not indicate a state income tax withholding percentage above, GIAC will withhold our standard default withholding percentage unless you specify a different percentage other than zero.
- 2) Certain other states require state income tax withholding if federal income tax is withheld unless you specifically elect to have no state tax withheld.
 - a. In these states, if you indicate a federal income tax withholding percentage and you indicate a state income tax withholding percentage above, GIAC will withhold the state income tax amount specified.
 - b. In these states, if you indicate a federal income tax withholding percentage and you do not indicate a state income tax withholding percentage or you indicate zero percentage above, GIAC considers this electing out of state income tax withholding and will not withhold state income taxes.
- 3) Some states allow voluntary state income tax withholding. In these states, if you indicate a federal income tax withholding percentage and you indicate a state income tax withholding percentage above, GIAC will withhold the state income tax amount specified.
- 4) Some states do not accept state income tax withholding. In these states, we will not withhold state income tax regardless of the instruction you have provided above.

To determine the requirements in your state, consult your tax advisor. For a list of GIAC's standard state withholding guidelines, visit our website at www.guardianlife.com/StateTaxWithholding or contact GIAC Customer Service at 1-800-221-3253, Option 1.

12. SIGNATURES (REQUIRED)

Fraud Warnings

FOR RESIDENTS OF ARKANSAS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

FOR RESIDENTS OF DISTRICT OF COLUMBIA (WASHINGTON D.C.): Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FOR RESIDENTS OF FLORIDA: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Acknowledgements

As owner of this annuity, I represent the following: (1) To the best of my knowledge and belief, all statements in this application are complete and true and were correctly recorded; (2) I understand that the contract applied for will not begin until the later of: (a) contract issue, or (b) GIAC's receipt of the contract premium; (3) I understand that the first annuity payment will be sent to me on the Annuity Commencement Date I have selected (no sooner than the beginning of the 13th calendar month after contract issue; no later than 40 years from the issue date of the contract) correlating to the payment frequency selected; (4) I understand that GIAC has the unilateral right to determine if any contract can be issued and that only GIAC can waive or modify any terms of this application or any GIAC contract requirements; (5) I acknowledge that I have received a marketing brochure with this application and have had an opportunity to ask my agent questions about the annuity payment options and other contract features available to me; and (6) if I have chosen the optional Annuity Payment Increase Benefit, I have received an illustration reflecting how my choice will impact my annuity payments.

By my signature I acknowledge and understand by selecting the Life Annuity Without Guaranteed Period - No Death Benefit payment option on my Guardian SecureFuture Income AnnuitySM I am electing no death benefit. No death benefit will be paid upon the death of the annuity owner, joint owner or annuitant. It is with this understanding that I have designated no beneficiaries on this annuity.

I further understand that federal law requires all financial institutions to obtain and record information that identifies each person who applies for an annuity. To meet this requirement GIAC asks for my name, social security number, street address, date of birth and other information to verify my identity. Failure to provide this information could result in the annuity contract not being issued.

By my signature, I certify, under penalties of perjury, that (i) if I do not elect Income Tax Withholding above, I am not subject to back-up withholding either because I have not been notified that I am subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding, (ii) the social security number or taxpayer identification number shown on this application is my correct number, and (iii) I am a U.S. citizen, U.S. resident alien, or other U.S. person. I further understand that the Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid back-up withholding.

I am submitting a signed illustration consistent with all application elections with this application.

Signature of Owner / Authorized Person		Signature of Joint Owner (if any)	
X		X	
Signed at City	State	Date	

13. AGENT/REGISTERED REPRESENTATIVE SIGNATURE (REQUIRED)

As Agent/Registered Representative, I certify witnessing the Owner(s) signature(s) on this application and that the answers to the following questions are true to the best of my knowledge and belief.

Does this applicant have an existing life insurance policy or annuity contract? ☐ Yes ☐ No

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy? ☐ Yes ☐ No

Annuity Payment Lock (optional)

☐ Yes, this application has been signed within 7 calendar days of the attached dated illustration for this product. I understand that the Annuity Payment Lock will only apply if both are received by GIAC within 14 calendar days of the date the application is signed.

Producer Certification: By my signature, I hereby certify that I have used only GIAC-approved sales material in connection with this sale and that copies of sales materials used were left with the applicant.

Print Name of Agent/Registered Representative		Split _____ %		Print Name of Broker/Dealer				
Signature of Agent/Registered Representative X				Branch Office Street Address				
E-mail		Branch No./R.R. No.		Branch Office		City	State	Zip
State License # (For Florida Agents Only)				Tel.		Fax		

Print Name of Co-Agent/Registered Representative (If any)		Split _____ %	
E-mail		Branch No./R.R. No.	
State License # (For Florida Agents Only)			

Note: Include each Agent/Registered Representative's full name and R.R. No. and % commission split (if applicable). We cannot process team codes.

Agent / Registered Representative Use Only:

UPFRONT ONLY: ☐ Option A

TRAIL OPTIONS: ☐ Option B (5 yr trail) ☐ Option C (9 yr trail) ☐ Option D (9 yr - highest trail)

Send completed application and check (payable to The Guardian Insurance & Annuity Company, Inc.) to:	Regular Mail: The Guardian Insurance & Annuity Company, Inc. Retirement Solutions, Individual Products P.O. Box 26210 Lehigh Valley, PA 18002-6210	Express Mail: The Guardian Insurance & Annuity Company, Inc. Retirement Solutions, Individual Products 3900 Burgess Place, 3 South Bethlehem, PA 18017
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Wiring Instructions:

If you selected "Wire" as the Payment Method in Section 2, use the information below for the transaction.

Receiving Bank: PNC Bank, 500 First Ave., Pittsburgh, PA 15219
PNC Bank ABA: 041 000 124
Beneficiary: The Guardian Insurance & Annuity Company, Inc.
Beneficiary Account Number: 4227616799

This space is for GIAC use only

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This endorsement is attached to and made part of the contract. The contract as amended is intended to qualify as a Roth individual retirement annuity under Section 408A of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder, and successor provisions thereto (the "Code"). The following provisions apply and replace any contrary provisions of the contract and any other endorsement to the contract. This endorsement is subject to all the exclusions, definitions and provisions of the contract which are not inconsistent herewith.

Owner of Contract

The annuitant shall be the owner of the contract. Any provision of the contract that would allow joint ownership is deleted.

Non-Transferability Restrictions and Non-Forfeitability

The contract is not transferable or assignable (other than pursuant to a divorce decree in accordance with applicable law) and is established for the exclusive benefit of the owner and beneficiaries. It may not be sold, assigned, alienated, or pledged as collateral for a loan or as security.

The owner's entire interest in the contract shall be non-forfeitable.

Premium Payments

Premium payments shall be paid in cash. Unless the premium payment is a qualified rollover contribution from another Roth IRA or individual retirement account or annuity in accordance with Code Sections 408(d)(3), 408A(c)(3)(B), 408A(c)(6) and 408A(e), or a transfer from another Roth IRA or individual retirement account or annuity, annual premium payments cannot exceed the Code Section 219(b)(5) limit for any year (without regard to the limitations of Code Section 219(d)(1) and (g)). The dollar contribution limit will be reduced if adjusted gross income ("AGI") exceeds the amounts set forth in Code Section 408A(c)(3). Conversions from a non-Roth IRA will not be permitted if AGI exceeds the amount specified in Code Section 408A(c)(3) or if the owner is married and files a separate income tax return. In addition, for taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code Section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code Section 402(c)(8)(b).

The owner shall have the sole responsibility for determining whether any premium payment meets applicable income tax requirements.

This contract does not require fixed premium payments. Any refund of premiums (other than those attributable to excess contributions) will be applied toward the payment of additional premiums before the close of the calendar year following the year of the refund.

If the owner dies before the entire interest has been distributed, no additional premium payments will be accepted under this contract after the owner's death.

Recharacterization

A regular contribution to a non-Roth IRA may be characterized as a regular contribution to this IRA. Such contribution is subject to the phase-out limit discussed above.

Minimum Distribution Requirements

Payment shall be made in accordance with Code Section 408(b)(3), as modified by Code Section 408A(c)(5) and the regulations thereunder. If payments are not in the form of an irrevocable annuity (except for acceleration), they must satisfy Code Section 408(a)(6), as modified by Code Section 408A(c)(5) and the regulations thereunder, rather than as described below under "Distributions After the Owner's Death." The owner's interest in the contract includes any outstanding rollover, transfer or recharacterization and the actuarial value of any other contract benefits, such as guaranteed or enhanced death benefits, to the extent required by the Treasury Regulations.

The owner or his or her beneficiary, as applicable, shall have the sole responsibility for requesting a distribution that complies with this endorsement and applicable law.

Distributions During the Owner's Lifetime

No distributions are required prior to the death of the owner.

Distributions After the Owner's Death

The following provisions describe the requirements of Section 401(a)(9) of the Code that apply following the owner's death. The contract generally permits only a lump sum distribution upon death, and the provisions below do not offer the beneficiary any additional forms of distribution other than those forms specifically offered under the contract.

- (a) Upon the death of the owner, payment shall be made in a manner that complies with the following:
- (1) If the designated beneficiary is not the owner's surviving spouse:
 - payments must start by December 31 of the year following the year of the owner's death;
 - payments will be made over a period that does not exceed the beneficiary's remaining life expectancy, determined by the age on his or her birthday in the year following the year of the owner's death, reduced by 1 for each subsequent year.The beneficiary may elect to instead receive payments under section (a)(3).
 - (2) If the owner's sole designated beneficiary is the owner's surviving spouse, the surviving spouse will be treated as the owner of the contract.
 - (3) If there is no designated beneficiary, or if elected under section (a)(1), the entire interest will be paid by the end of the year containing the fifth anniversary of the owner's death (or the surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin).
- (b) Required distributions are considered to begin on the date distributions are required to begin to the owner's surviving spouse. If payments start prior to such date on an irrevocable basis (except for acceleration) under an annuity contract that meets the requirements of §1.401(a)(9)-6 of the Treasury Regulations, distributions are considered to begin on the annuity starting date.

Determination of Life Expectancy

After the owner's death, life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Treasury Regulations. Life expectancy is the number in the Single Life Table that corresponds to the beneficiary's age in the year specified in section (a)(1) of "Distributions After the Owner's Death," reduced by 1 for each subsequent year.

Additional Distribution Provisions

- (a) If, as of the date of the owner's death, the owner has not designated a beneficiary in a form and manner acceptable to GIAC, the owner's estate shall be the beneficiary. If, however, the owner has a surviving spouse and the owner's estate elects to disclaim its entire interest in the contract, the owner's surviving spouse shall be the beneficiary. Such surviving spouse shall, at the time of the owner's death and until any disclaimer is made by the owner's estate, be considered a contingent beneficiary. A disclaimer by the estate will not be treated as valid by GIAC unless it is made (1) by September 30 of the year following the year in which the owner dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4), (2) received by GIAC in Good Order, and (3) in accordance with applicable state law and section 2518 of the Code. Additionally, a disclaimer by the estate will not be treated as valid by GIAC unless the surviving spouse has been identified by the estate or has identified himself or herself to GIAC in a manner acceptable to GIAC by September 30 of the year following the year in which the owner dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4).

The owner or such beneficiaries may designate subsequent beneficiaries in accordance with paragraph (c) below

Any beneficiary designation or change must be by written notice to GIAC in Good Order; but GIAC shall have no responsibility to determine the validity of such beneficiary designation. The designation or change will take effect as of the date the written notice was executed, provided that the designation or change is delivered to GIAC prior to the owner's death.

- (b) The owner may have multiple primary or contingent beneficiaries. If the owner names more than one beneficiary, then upon the owner's death the contract shall be divided into separate shares, and each beneficiary's share will be segregated to a separate contract. Unless the owner elects otherwise and notwithstanding any other provisions of this section, if multiple beneficiaries have been named and one beneficiary dies before the owner's death, such beneficiary's share will be reallocated proportionately among the remaining beneficiaries.
- (c) A "Subsequent Beneficiary" may be designated to receive any interest that had begun to be but was not completely distributed during the lifetime of the primary or contingent beneficiary (the "Original Beneficiary"). The owner may designate such Subsequent Beneficiary at any time. Following the owner's death, the Original Beneficiary may designate a Subsequent Beneficiary, including a designation that changes a prior designation by the owner. Any such designation must:

- (1) be executed prior to the death of the Original Beneficiary, in a written form acceptable to GIAC; and

- (2) expressly refer to the remaining benefits in the contract.

If, as of the date of the Original Beneficiary's death, the Original Beneficiary has not designated a Subsequent Beneficiary in Good Order, the Original Beneficiary's estate shall be the Subsequent Beneficiary. If, however, the Original Beneficiary has a surviving spouse and the Original Beneficiary's estate elects to disclaim its entire interest in the contract, the Original Beneficiary's surviving spouse shall be the Subsequent Beneficiary. Such surviving spouse shall, at the time of the Original Beneficiary's death and until any disclaimer is made by the Original Beneficiary's estate, be considered a contingent Subsequent Beneficiary. A disclaimer by the estate will not be treated as valid by GIAC unless it is made (1) by September 30 of the year following the year in which the Original Beneficiary dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4), (2) received by GIAC in Good Order, and (3) in accordance with applicable state law and section 2518 of the Code. Additionally, a disclaimer by the estate will not be treated as valid by GIAC unless the surviving spouse has been identified by the estate or has identified himself or herself to GIAC in a manner acceptable to GIAC by September 30 of the year following the year in which the Original Beneficiary dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4).

If such remaining benefits are thus payable to such a Subsequent Beneficiary, they shall be paid over a period that does not extend beyond the maximum distribution period over which the Original Beneficiary was required to receive the interest under Section 401(a)(9) of the Code.

If the Original Beneficiary is a trust and is receiving benefits under the contract over the life expectancy of a trust beneficiary, then upon the death of such trust beneficiary prior to the complete distribution of such benefits to the trust, such remaining benefits shall be payable to the trust, or directly to the successor trust beneficiary if so instructed in writing by the trustee of such trust, over a period that does not extend beyond the maximum distribution period over which the Original Beneficiary was required to receive the interest under Section 401(a)(9) of the Code.

- (d) If any beneficiary becomes entitled to ownership of any part of the contract at a time when he or she is under the age of majority in his or her state of domicile, such ownership shall be instead be vested in the name of such beneficiary's surviving parent, if any; otherwise in the name of the owner's oldest then living child, if any; otherwise in the name of some other person selected by the executor of the owner's estate, as custodian for such beneficiary under the Uniform Transfers to Minors Act of the state of the owner's domicile at the time of the owner's death. Such custodian shall have the power to act for such beneficiary in all respects with regard to the contract, until such time as this beneficiary reaches age 21.
- (e) The beneficiary has the sole responsibility for electing distributions that comply with the required minimum distribution rules described above, and GIAC shall not be responsible for any tax penalties or other damages that result from a failure to elect such distributions.

Issue Date

The issue date of this endorsement is the issue date shown below.

Amendment of Contract

GIAC reserves the right to amend the contract or this endorsement to the extent necessary to qualify the contract as a Roth individual retirement annuity for federal income tax purposes.

The Guardian Insurance & Annuity Company, Inc.



Secretary

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This endorsement is attached to and made part of the contract. The contract as amended is intended to qualify as a SIMPLE individual retirement annuity ("IRA") under Section 408(p) of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder, and successor provisions thereto (the "Code"). GIAC will not act as a designated financial institution, as defined by Code Section 408(p)(7). The following provisions apply and replace any contrary provisions of the contract. This endorsement is subject to all the exclusions, definitions and provisions of the contract which are not inconsistent herewith.

Owner of Contract

The annuitant shall be the owner of the contract. Any provision of the contract that would allow joint ownership is deleted.

Non-Transferability Restrictions and Non-Forfeitability

The contract is not transferable or assignable (other than pursuant to a divorce decree in accordance with applicable law) and is established for the exclusive benefit of the owner and beneficiaries. It may not be sold, assigned, alienated, or pledged as collateral for a loan or as security. The owner's entire interest in the contract shall be nonforfeitable.

Premium Payment(s)

This SIMPLE IRA will accept only cash premium payments made on behalf of the owner pursuant to the terms of a SIMPLE IRA plan described in Code Section 408(p). A rollover contribution or a transfer of assets from another SIMPLE IRA of the owner's will also be accepted. No other premium payments will be accepted.

The owner shall have the sole responsibility for determining whether any premium payment meets applicable income tax requirements.

This contract does not require fixed premium payments. Any refund of premiums (other than those attributable to excess contributions) will be applied toward the payment of additional premiums before the close of the calendar year following the year of the refund.

If the owner dies before the entire interest has been distributed, no additional premium payments will be accepted under this contract after the owner's death.

If premium payments made on behalf of the owner pursuant to a SIMPLE IRA plan maintained by the owner's employer are received directly by GIAC from the employer, GIAC will provide the employer with the summary description required by Code Section 408(l)(2).

Minimum Distribution Requirements

Payments shall be made in accordance with Code Section 408(b)(3) and the regulations thereunder. If payments are not in the form of an irrevocable annuity (except for acceleration), they must satisfy Code Section 408(a)(6) and the regulations thereunder, rather than the "Distributions During the Owner's Lifetime" section and the "Distributions After the Owner's Death" section. The owner's interest in the contract includes any outstanding rollover, transfer or recharacterization and the actuarial value of any other contract benefits, such as guaranteed or enhanced death benefits, to the extent required by the Treasury Regulations.

Certain Distributions

Prior to the expiration of the two year period beginning on the date the owner first participated in any SIMPLE IRA plan maintained by the owner's employer, any rollover or transfer by the owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the owner's. Any distribution of funds to the owner during this two year period may be subject to a 25 percent additional tax if the owner does not rollover the amount distributed into a SIMPLE IRA. After the expiration of this two year period, the owner may rollover, transfer or convert funds to any IRA of the owner's that is qualified under Code Sections 408(a), 408(b), 408A(a) or 401(a).

The owner or his or her beneficiary, as applicable, shall have the sole responsibility for requesting a distribution that complies with this endorsement and applicable law.

Distributions During the Owner's Lifetime

(a) Distributions must begin by April 1 following the year in which the owner turns age 70½ (the "required beginning date") over:

- the owner's life;
- the lives of the owner and the designated beneficiary;
- the owner's life expectancy; or
- the owner and designated beneficiary's joint and last survivor expectancy.

Periodic payments must be made at least annually and may increase only as allowed in Q&As-1 and 4 of §1.401(a)(9)-6 of the Treasury Regulations. Distributions must also meet the incidental benefit requirements of Q&A-2 of §1.401(a)(9)-6. The distribution period cannot exceed the periods specified in §1.401(a)(9)-6 of the Treasury Regulations.

- (b) The first required payment can be made as late as April 1 of the year following the year the owner attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. Each annual required minimum distribution must be completed by December 31 of that year.
- (c) If the owner owns two or more individual retirement accounts or annuities, the owner may satisfy the minimum distribution requirements under Sections 408(a)(6) and 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the total amount required to satisfy the minimum distribution requirements for all IRAs owned by the owner.

Distributions After the Owner's Death

The following provisions describe the requirements of Section 401(a)(9) of the Code that apply following the owner's death. The contract generally permits only a lump sum distribution upon death, and the provisions below do not offer the beneficiary any additional forms of distribution other than those forms specifically offered under the contract.

- (a) If the owner dies after distribution of the interest in the contract has begun, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used before the owner's death.
- (b) If the owner dies before required distributions begin, payment shall be in a manner that complies with the following:
- (1) If the designated beneficiary is not the owner's surviving spouse:
- payments must start by December 31 of the year following the year of the owner's death;
 - payments will be made over a period that does not exceed the beneficiary's remaining life expectancy, determined by the age on his or her birthday in the year following the year of the owner's death, reduced by 1 for each subsequent year.
- The beneficiary may elect to instead receive payments under section (b)(3).
- (2) If the owner's sole designated beneficiary is the owner's surviving spouse, the surviving spouse will be treated as the owner of the contract.
- (3) If there is no designated beneficiary, or if elected under section (b)(1), the entire interest will be paid by the end of the year containing the fifth anniversary of the owner's death (or the surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin).
- (c) Required distributions after the owner's death are considered to begin on the owner's required beginning date or, if applicable, on the date distributions are required to begin to the owner's surviving spouse. If payments start prior to such date on an irrevocable basis (except for acceleration) under an annuity contract that meets the requirements of §1.401(a)(9)-6 of the Treasury Regulations, distributions are considered to begin on the annuity starting date.

Determination of Life Expectancy

After the owner's death, life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Treasury Regulations. Life expectancy is the number in the Single Life Table that corresponds to the beneficiary's age in the year specified in section (b)(1) of "Distributions After the Owner's Death," reduced by 1 for each subsequent year.

Additional Distribution Provisions

- (a) If, as of the date of the owner's death, the owner has not designated a beneficiary in a form and manner acceptable to GIAC, the owner's estate shall be the beneficiary. If, however, the owner has a surviving spouse and the owner's estate elects to disclaim its entire interest in the contract, the owner's surviving spouse shall be the beneficiary. Such surviving spouse shall, at the time of the owner's death and until any disclaimer is made by the owner's estate, be considered a contingent beneficiary. A disclaimer by the estate will not be treated as valid by GIAC unless it is made (1) by September 30 of the year following the year in which the owner dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4), (2) in a form and manner acceptable to GIAC received by GIAC in Good Order, and (3) in accordance with applicable state law and section 2518 of the Code. Additionally, a disclaimer by the estate will not be treated as valid by GIAC unless the surviving spouse has been identified by the estate or has identified himself or herself to GIAC in a manner acceptable to GIAC by September 30 of the year following the year in which the owner dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4).

The owner or such beneficiaries may designate subsequent beneficiaries in accordance with paragraph (c) below.

Any beneficiary designation or change must be by written notice in Good Order, and in a form acceptable to, GIAC; but GIAC shall have no responsibility to determine the validity of such beneficiary designation. The designation or change will take effect as of the date the written notice was executed, provided that the designation or change is delivered to GIAC prior to the owner's death.

- (b) The owner may have multiple primary or contingent beneficiaries. If the owner names more than one beneficiary, then upon the owner's death the contract shall be divided into separate shares, and each beneficiary's share will be segregated to a separate contract. Unless the owner elects otherwise and notwithstanding any other provisions of this section, if multiple beneficiaries have been named and one beneficiary dies before the owner's death, such beneficiary's share will be reallocated proportionately among the remaining beneficiaries.
- (c) A "Subsequent Beneficiary" may be designated to receive any interest that had begun to be but was not completely distributed during the lifetime of the primary or contingent beneficiary (the "Original Beneficiary"). The owner may designate such Subsequent Beneficiary at any time. Following the owner's death, the Original Beneficiary may designate a Subsequent Beneficiary, including a designation that changes a prior designation by the owner. Any such designation must:
- (1) be executed prior to the death of the Original Beneficiary, in a written form acceptable to GIAC; and
 - (2) expressly refer to the remaining benefits in the contract.

If, as of the date of the Original Beneficiary's death, the Original Beneficiary has not designated a Subsequent Beneficiary in Good Order a form and manner acceptable to GIAC, the Original Beneficiary's estate shall be the Subsequent Beneficiary. If, however, the Original Beneficiary has a surviving spouse and the Original Beneficiary's estate elects to disclaim its entire interest in the contract, the Original Beneficiary's surviving spouse shall be the Subsequent Beneficiary. Such surviving spouse shall, at the time of the Original Beneficiary's death and until any disclaimer is made by the Original Beneficiary's estate, be considered a contingent Subsequent Beneficiary. A disclaimer by the estate will not be treated as valid by GIAC unless it is made (1) by September 30 of the year following the year in which the Original Beneficiary dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4), (2) received by GIAC in Good Order in a form and manner acceptable to GIAC, and (3) in accordance with applicable state law and section 2518 of the Code. Additionally, a disclaimer by the estate will not be treated as valid by GIAC unless the surviving spouse has been identified by the estate or has identified himself or herself to GIAC in a manner acceptable to GIAC by September 30 of the year following the year in which the Original Beneficiary dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4).

If such remaining benefits are thus payable to such a Subsequent Beneficiary, they shall be paid over a period that does not extend beyond the maximum distribution period over which the Original Beneficiary was required to receive the interest under Section 401(a)(9) of the Code.

If the Original Beneficiary is a trust and is receiving benefits under the contract over the life expectancy of a trust beneficiary, then upon the death of such trust beneficiary prior to the complete distribution of such benefits to the trust, such remaining benefits shall be payable to the trust, or directly to the successor trust beneficiary if so instructed in writing by the trustee of such trust, over a period that does not extend beyond the maximum distribution period over which the Original Beneficiary was required to receive the interest under Section 401(a)(9) of the Code.

- (d) If any beneficiary becomes entitled to ownership of any part of the contract at a time when he or she is under the age of majority in his or her state of domicile, such ownership shall be instead be vested in the name of such beneficiary's surviving parent, if any; otherwise in the name of the owner's oldest then living child, if any; otherwise

in the name of some other person selected by the executor of the owner's estate, as custodian for such beneficiary under the Uniform Transfers to Minors Act of the state of the owner's domicile at the time of the owner's death. Such custodian shall have the power to act for such beneficiary in all respects with regard to the contract, until such time as this beneficiary reaches age 21.

- (e) The owner or, in the event of the owner's death, the beneficiary have the sole responsibility for electing distributions that comply with the required minimum distribution rules described above, and GIAC shall not be responsible for any tax penalties or other damages that result from a failure to elect such distributions.

Issue Date

The issue date of this endorsement is the issue date shown below.

Amendment of Contract

GIAC reserves the right to amend the contract or this endorsement to the extent necessary to qualify the contract as an individual retirement annuity for federal income tax purposes.

The Guardian Insurance & Annuity Company, Inc.


Secretary

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This endorsement is attached to and made part of the contract. The contract as amended is intended to qualify as an individual retirement annuity ("IRA") under Section 408(b) of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder, and successor provisions thereto (the "Code"). The following provisions apply and replace any contrary provisions of the contract and any other endorsement to the contract. This endorsement is subject to all the exclusions, definitions and provisions of the contract which are not inconsistent herewith.

Owner of Contract

The annuitant shall be the owner of the contract. Any provision of the contract that would allow joint ownership is deleted.

Non-Transferability Restrictions and Non-Forfeitability

The contract is not transferable or assignable (other than pursuant to a divorce decree in accordance with applicable law) and is established for the exclusive benefit of the owner and beneficiaries. It may not be sold, assigned, alienated, or pledged as collateral for a loan or as security. The owner's entire interest in the contract shall be nonforfeitable.

Premium Payments

Premium payments shall be paid in cash. Unless the premium payment is a rollover contribution described in Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 408(d)(3) or 457(e)(16) or an employer contribution to a simplified employee pension plan as described in Code Section 408(k), payments cannot exceed the Code Section 219(b)(5) limit for any year (without regard to the limitations of Code Section 219(g)). The contract may not be used to fund a SIMPLE IRA plan described in Code Section 408(p). No transfers or rollovers will be accepted from a SIMPLE IRA until after the 2- year period beginning on the date the owner first participated in the SIMPLE IRA plan.

The owner shall have the sole responsibility for determining whether any premium payment meets applicable income tax requirements. Except for any premium paid by an employer pursuant to a simplified employee pension plan, no premium may be paid for the calendar year in which the owner attains age 70½ or any year thereafter.

This contract does not require fixed premium payments. Any refund of premiums (other than those attributable to excess contributions) will be applied toward the payment of additional premiums before the close of the calendar year following the year of the refund.

If the owner dies before the entire interest has been distributed, no additional premium payments will be accepted under this contract after the owner's death

Minimum Distribution Requirements

Payments shall be made in accordance with Code Section 408(b)(3) and the regulations thereunder. If payments are not in the form of an irrevocable annuity (except for acceleration), they must satisfy Code Section 408(a)(6) and the regulations thereunder, rather than the "Distributions During the Owner's Lifetime" section and the "Distributions After the Owner's Death" section. The owner's interest in the contract includes any outstanding rollover, transfer or recharacterization and the actuarial value of any other contract benefits, such as guaranteed or enhanced death benefits, to the extent required by the Treasury Regulations.

The owner or his or her beneficiary, as applicable, shall have the sole responsibility for requesting a distribution that complies with this endorsement and applicable law.

Distributions During the Owner's Lifetime

- (a) Distributions must begin by April 1 following the year in which the owner turns age 70½ (the "required beginning date") over:
- the owner's life;
 - the lives of the owner and the designated beneficiary;
 - the owner's life expectancy; or
 - the owner and designated beneficiary's joint and last survivor expectancy.

Periodic payments must be made at least annually and may increase only as allowed in Q&As-1 and 4 of §1.401(a)(9)-6 of the Treasury Regulations. Distributions must also meet the incidental benefit requirements of Q&A-2 of §1.401(a)(9)-6. The distribution period cannot exceed the periods specified in §1.401(a)(9)-6 of the Treasury Regulations.

- (b) The first required payment can be made as late as April 1 of the year following the year the owner attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. Each annual required minimum distribution must be completed by December 31 of that year.
- (c) If the owner owns two or more individual retirement accounts or annuities, the owner may satisfy the minimum distribution requirements under Sections 408(a)(6) and 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the total amount required to satisfy the minimum distribution requirements for all IRAs owned by the owner.

Distributions After the Owner's Death

The following provisions describe the requirements of Section 401(a)(9) of the Code that apply following the owner's death. The contract generally permits only a lump sum distribution upon death, and the provisions below do not offer the beneficiary any additional forms of distribution other than those forms specifically offered under the contract.

- (a) If the owner dies after distribution of the interest in the contract has begun, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used before the owner's death.
- (b) If the owner dies before required distributions begin, payment shall be made in a manner that complies with the following:
- (1) If the designated beneficiary is not the owner's surviving spouse:
 - payments must start by December 31 of the year following the year of the owner's death;
 - payments will be made over a period that does not exceed the beneficiary's remaining life expectancy, determined by the age on his or her birthday in the year following the year of the owner's death, reduced by 1 for each subsequent year.The beneficiary may elect to instead receive payments under section (b)(3).
 - (2) If the owner's sole designated beneficiary is the owner's surviving spouse, the surviving spouse will be treated as the owner of the contract:
 - (3) If there is no designated beneficiary, or if elected under section (b)(1), the entire interest will be paid by the end of the year containing the fifth anniversary of the owner's death (or the surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin).
- (c) Required distributions are considered to begin on the owner's required beginning date or, if applicable, on the date distributions are required to begin to the owner's surviving spouse. If payments start prior to such date on an irrevocable basis (except for acceleration) under an annuity contract that meets the requirements of §1.401(a)(9)-6 of the Treasury Regulations, distributions are considered to begin on the annuity starting date.

Determination of Life Expectancy

After the owner's death, life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Treasury Regulations. Life expectancy is the number in the Single Life Table that corresponds to the beneficiary's age in the year specified in section (b)(1) of "Distributions After the Owner's Death," reduced by 1 for each subsequent year.

Additional Distribution Provisions

- (a) If, as of the date of the owner's death, the owner has not designated a beneficiary in a form and manner acceptable to GIAC, the owner's estate shall be the beneficiary. If, however, the owner has a surviving spouse and the owner's estate elects to disclaim its entire interest in the contract, the owner's surviving spouse shall be the beneficiary. Such surviving spouse shall, at the time of the owner's death and until any disclaimer is made by the owner's estate, be considered a contingent beneficiary. A disclaimer by the estate will not be treated as valid by GIAC unless it is made (1) by September 30 of the year following the year in which the owner dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4), (2) received by GIAC in Good Order, and (3) in accordance with applicable state law and section 2518 of the Code. Additionally, a disclaimer by the estate will not be treated as valid by GIAC unless the surviving spouse has been identified by the estate or has identified himself or herself to GIAC in a manner acceptable to GIAC by September 30 of the year following the year in which the owner dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4).

The owner or such beneficiaries may designate subsequent beneficiaries in accordance with paragraph (c) below.

Any beneficiary designation or change must be by written notice to GIAC in Good Order; but GIAC shall have no responsibility to determine the validity of such beneficiary designation. The designation or change will take effect as of the date the written notice was executed, provided that the designation or change is delivered to GIAC prior to the owner's death.

- (b) The owner may have multiple primary or contingent beneficiaries. If the owner names more than one beneficiary, then upon the owner's death the contract shall be divided into separate shares, and each beneficiary's share will be segregated to a separate contract. Unless the owner elects otherwise and notwithstanding any other provisions of this section, if multiple beneficiaries have been named and one beneficiary dies before the owner's death, such beneficiary's share will be reallocated proportionately among the remaining beneficiaries.

- (c) A "Subsequent Beneficiary" may be designated to receive any interest that had begun to be but was not completely distributed during the lifetime of the primary or contingent beneficiary (the "Original Beneficiary"). The owner may designate such Subsequent Beneficiary at any time. Following the owner's death, the Original Beneficiary may designate a Subsequent Beneficiary, including a designation that changes a prior designation by the owner. Any such designation must:

- (1) be executed prior to the death of the Original Beneficiary, in a written form acceptable to GIAC; and
- (2) expressly refer to the remaining benefits in the contract.

If, as of the date of the Original Beneficiary's death, the Original Beneficiary has not designated a Subsequent Beneficiary in Good Order, the Original Beneficiary's estate shall be the Subsequent Beneficiary. If, however, the Original Beneficiary has a surviving spouse and the Original Beneficiary's estate elects to disclaim its entire interest in the contract, the Original Beneficiary's surviving spouse shall be the Subsequent Beneficiary. Such surviving spouse shall, at the time of the Original Beneficiary's death and until any disclaimer is made by the Original Beneficiary's estate, be considered a contingent Subsequent Beneficiary. A disclaimer by the estate will not be treated as valid by GIAC unless it is made (1) by September 30 of the year following the year in which the Original Beneficiary dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4), (2) received by GIAC in Good Order, and (3) in accordance with applicable state law and section 2518 of the Code. Additionally, a disclaimer by the estate will not be treated as valid by GIAC unless the surviving spouse has been identified by the estate or has identified himself or herself to GIAC in a manner acceptable to GIAC by September 30 of the year following the year in which the Original Beneficiary dies (as required under Treas. Reg. § 1.401(a)(9)-4, Q&A-4).

If such remaining benefits are thus payable to such a Subsequent Beneficiary, they shall be paid over a period that does not extend beyond the maximum distribution period over which the Original Beneficiary was required to receive the interest under Section 401(a)(9) of the Code.

If the Original Beneficiary is a trust and is receiving benefits under the contract over the life expectancy of a trust beneficiary, then upon the death of such trust beneficiary prior to the complete distribution of such benefits to the trust, such remaining benefits shall be payable to the trust, or directly to the successor trust beneficiary if so instructed in writing by the trustee of such trust, over a period that does not extend beyond the maximum distribution period over which the Original Beneficiary was required to receive the interest under Section 401(a)(9) of the Code.

- (d) If any beneficiary becomes entitled to ownership of any part of the contract at a time when he or she is under the age of majority in his or her state of domicile, such ownership shall be instead be vested in the name of such beneficiary's surviving parent, if any; otherwise in the name of the owner's oldest then living child, if any; otherwise in the name of some other person selected by the executor of the owner's estate, as custodian for such beneficiary under the Uniform Transfers to Minors Act of the state of the owner's domicile at the time of the owner's death. Such custodian shall have the power to act for such beneficiary in all respects with regard to the contract, until such time as this beneficiary reaches age 21.
- (e) The owner or, in the event of the owner's death, the beneficiary have the sole responsibility for electing distributions that comply with the required minimum distribution rules described above, and GIAC shall not be responsible for any tax penalties or other damages that result from a failure to elect such distributions.

Issue Date

The issue date of this endorsement is the issue date shown below.

Amendment of Contract

GIAC reserves the right to amend the contract or this endorsement to the extent necessary to qualify the contract as an individual retirement annuity for federal income tax purposes.

The Guardian Insurance & Annuity Company, Inc.



Secretary

State:	Arkansas	Filing Company:	The Guardian Insurance & Annuity Company Inc.
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium		
Product Name:	Deferred Income Annuity		
Project Name/Number:	Deferred Income Annuity/12-DIA		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
Readabiity Certification.pdf			
Certificate of Compliance with Rule 19 and 49.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Please see forms schedule.		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variable Material		
Comments:			
Attachment(s):			
Statement of Variable Material for 12-RIRA DIA, 12-SIRA DIA, 12-IRA DIA.pdf			
Statement of Variable Material for 12-PAR DIA.pdf			
Statement of Variable Material for 12-DIA.pdf			
Statement of Variable Material for EB-016459.pdf			
Statement of Variable Material for 12-ACDC.pdf			



STATE OF ARKANSAS

The Guardian Insurance & Annuity Company, Inc., hereby certifies that the enclosed forms referenced below have achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form Title</u>	<u>Form Number</u>	<u>Flesch Score</u>
Individual Flexible Premium Deferred Paid-Up Fixed Annuity Contract	12-DIA	52.8 *
Annuity Commencement Date Change Rider	12-ACDC	57.4 #
Payment Acceleration Rider	12-PAR DIA	53 ^
Individual Flexible Premium Deferred Paid-Up Fixed Annuity Application	EB-016459	52 @
Roth Individual Retirement Annuity Endorsement	12-RIRA DIA	50
Simple Individual Retirement Annuity Endorsement	12-SIRA DIA	50
Individual Retirement Annuity Endorsement	12-IRA DIA	50

The following defined terms were removed for purposes of scoring:

- * : Annuitant, Annuity Payment(s), Annuity Payment Option(s), Annuity Payment Guaranteed Period End Date, Annuity Commencement Date, Primary Beneficiary(ies) and Contingent Beneficiary(ies)
- # : Annuity Commencement Date
- ^ : Annuity Payments
- @ : scored with the contract

This form(s) is printed, except for specification pages, schedules and tables, in not less than ten point type, one point leaded.

Pete Diggins
Director, Individual Life – Product Filings and Compliance
Date: **October 3, 2012**



**Certificate of Compliance with
Arkansas Rule and Regulation 19 and 49**

Insurer: **The Guardian Insurance & Annuity Company, Inc.**

Form

Number(s): 12-DIA,12-ACDC,12-PAR DIA,12-RIRA DIA,12-SIRA DIA,12-
IRA DIA, EB-016459

I hereby certify that the filing above meets all applicable Arkansas requirements
including the requirements of Rule and Regulation 19 and 49.

Signature of Company Officer

Pete Diggins

Name

Director – Individual Life Product Filings and
Compliance

Title

October 5, 2012

Date

The Guardian Insurance & Annuity Company, Inc.

Statement of Variable Material for
12-RIRA DIA, 12-SIRA DIA and 12-IRA DIA

Our submission of the above forms for approval includes an area in the forms that has been bracketed as variable.

Variable 1 - Officer(s) Title(s) and Signature(s): The forms submitted have the officer signature and title bracketed. If the officer or title changes, we would like to be able to modify the forms without refilling.

The Guardian Insurance & Annuity Company, Inc.

Statement of Variable Material for Form 12-PAR DIA

Our submission of the above form for approval includes an area in the form that has been bracketed as variable.

Variable 1 - Officer(s) Title(s) and Signature(s): The rider form submitted has the officer signature and title bracketed. If the officer or title changes, we would like to be able to modify the rider without refilling.

The Guardian Insurance & Annuity Company, Inc.

Statement of Variable Material for Form 12-DIA

Our submission of the above form for approval includes a number of areas in the form that have been bracketed as variable. Some fields are variable because they include “John Doe” related information which means the value varies by each contract, while other areas are considered variable to allow changes for future contracts without requiring the form to be resubmitted for approval.

Variable	Description	Page	Range of Data, if applicable, or explanation of data
Variable 1	Owner	3	Name of the Owner will be shown in this field.
Variable 2	Joint Owner	3	If applicable, the name of any Joint Owner will appear in this field. If there is no named Joint Owner, this section will not appear.
Variable 3	Primary Annuitant	Front Cover, 3	Name of the Primary Annuitant will appear in this field.
Variable 4	Secondary Annuitant	3	If applicable, the “Secondary Annuitant” and name of any Secondary Annuitant will appear in this field. If there is no named Secondary Annuitant, this section will not appear.
Variable 5	Age and sex	Front Cover, 3	The age and sex of the Owner(s) and Annuitant(s) will appear in these fields.
Variable 6	Contract Number	Front Cover, 3	This is a unique number which identifies the contract in our administrative systems and for correspondence with the Owner.
Variable 7	Issue Date	Front Cover, 3	This is the date the Contract is issued and becomes effective.
Variable 8	Annuity Commencement Date	3	The Annuity Commencement Date appears here. It is the date chosen by the Owner on which Annuity Payments under this contract begin. Currently we will allow an Annuity Commencement Date to be anywhere from 13 months to 40 years from the issue date.
Variable 9	Payees(s)	3	This is the name of the Payee(s) elected in the initial application. If no alternate Payee is chosen, the Owner is the default and will appear in this field.
Variable 10	Contract Type	3	<p>This field will include the type of plan that the product was sold in. The possible values for this field are: NON-QUALIFIED (NQ), TRADITIONAL IRA, ROTH IRA, SEP IRA and CUSTODIAL IRA.</p> <p>This range will also include any changes in IRS Code which creates/revises a Qualified plan for which we may use this variable annuity.</p>
Variable 11	Contract Name	3	The marketing name of the contract will be shown in this field. The current marketing name is: The Guardian SecureFuture Income Annuity SM . If the marketing name changes, we will update this field to include the new marketing name.
Variable 12	Initial Premium	3	This field will show the initial premium payment that will be made under the contract.
Variable 13	Annuity Tax	3	This field will appear only in jurisdictions that have an

			Annuity Tax. If applicable, the dollar amount of that tax will appear in this field.
Variable 14	Net Premium	3	This amount is the initial premium less any annuity tax.
Variable 15	Death Benefit	3	The amount paid upon the death of the Owner or last surviving Annuitant, depending if the death occurred prior to or after the Annuity Commencement Date. This field will be either “100% of the premiums paid” or “None” as applicable.
Variable 16	Annuity Payment Option	3	The name of the Annuity Payment Option will appear in this field. The list of current annuity payment options are: * Life Annuity without Guaranteed Period * Life Annuity with Guaranteed Period * Life Annuity with Refund Certain * Joint Life Annuity with Survivor Benefit * Joint Life Annuity with Primary Annuitant Survivor Benefit We will revise/add/delete based on the options that are currently available under the contract.
Variable 16.1	Guaranteed Period	3	This is the guaranteed period elected by the owner on the application. We guarantee to continue to pay annuity payments for a certain period of time. This field will only appear when a payment option is elected that has a guaranteed period. The current timeframe is up to 40 years. The range of values is 1-50 years.
Variable 16.2	Joint and Survivor Percentage	3	This section will only appear if the Joint Life Annuity with Survivor Benefit or Joint Life Annuity with Primary Annuitant Survivor Benefit is elected. The percentage of the survivor benefit is shown in this field. This can be any whole number percentage between 5% and 100%.
Variable 17	Annuity Payment Amount	3	This is the dollar amount of the annuity payments at issue.
Variable 18	Annuity Payment Frequency	3	This is the frequency of annuity payments. Currently, this can be monthly, quarterly, semi-annual or annual. We may add new frequencies or remove existing frequencies. The range of values would be no more frequent than monthly or less frequent than annual.
Variable 18.1	Annuity Payment Frequencies	3	The additional modal annuity payments not selected in Variable 18 will be shown.
Variable 19	Annuity Payment Guaranteed Period End Date	3	This is the date on which any guaranteed period applicable to an Annuity Payment Option ends. If the annuity payment option elected does not contain a guaranteed period, then this field will not appear.
Variable 20	Annual Payment Increase Percentage	3	If the Annuity Payment Increase Benefit is elected on the application then the percentage of the increase is shown in this field. The current percentages are 1%, 2%, 3%, 4% and 5%. The range for this field is 1%-7%.
Variable 21	Minimum Premium Payment	3	This field will show the minimum premium payment that will be made under the contract. Currently it is \$100 and ranges from \$50 - \$5000.

Variable 22	Maximum Annual Premium Payment After the 1 st Contract Anniversary	3	This is the maximum premium allowed in any given year after the 1 st contract year. Currently, it is the Initial Premium plus any subsequent premiums paid prior to the first Contract Anniversary. It is bracketed in the event that we decide to change this in the future. Any change would be for new business only and not be applied to inforce contracts.
Variable 23	Maximum Total Premium Payments	3	This is the total overall premium allowed under contract. Currently, it is \$1,000,000 and ranges from \$500,000-10,000,000.
Variable 24	Annuity Commencement Date Change Rider	3	If this is rider is attached to the contract then “Annuity Commencement Date Change Rider” will print here.
Variable 25	Payment Acceleration Rider	3	If based on the Annuity Payment Option elected, the contract is entitled to get this rider, then Payment Acceleration Rider will appear in this field. This feature will be automatically included on non-qualified and Roth IRA contracts with a monthly modal payment and is only available with Life Annuity with Guaranteed Period or Refund Certain options.
Variable 26	CSO Phone Number	2	This in the phone number that is used to contact GIAC in case the Owner has a question related to the contract.
Variable 27	CSO Address	2	This is the address that is used to contact GIAC in case the Owner has a question related to the contract. We provide a PO Box address for the regular mail and a street address for overnight delivery. For regular mail, the current address is PO Box 26210, Lehigh Valley, PA 18002-6210. For overnight delivery, the current address is 3900 Burgess Place, Bethlehem, PA 18017. If we change the location or telephone number of the Customer Service Office, we would like to be able to modify the contract without refiling.
Variable 28	CSO Address Cover	Front Cover	This is the address that is used to contact GIAC in case the Owner has a question related to the contract. It is currently PO Box 26210, Lehigh Valley, PA 18002-6210.
Variable 29	Home Office Address	Front Cover	This is on the contract’s front cover in the paragraph just above the officers’ signatures. The address is currently 1209 Orange Street, Wilmington, DE 19801. If the home office address changes, we would like to be able to modify the contract without refilling.
Variable 30	Officer Signatures	Front Cover	These are the signatures of the President and Secretary of GIAC. If the officer or title changes, we would like to be able to modify the contract without refilling.
Variable 31	Free Look Period	Front Cover	This is on the contract’s front cover in the Free Look Period provision. In your state, if the contract is issued as the result of a replacement, the free look period must be 30 days. Therefore, this will read either ‘10” days (for non-replacements), or “30” days (for replacements). However, this will never be less than 10 days.

ANNUITANT
CONTRACT NUMBER

Variable 3
Variable 6

Variable 5
Variable 7

AGE AND SEX
ISSUE DATE



THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

A Stock Company Incorporated in the State of Delaware

Customer Service Office:

Variable 28

Read this contract carefully. This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will make Annuity Payments in accordance with the provisions of this contract. The entire contract consists of the Basic Contract and any attached endorsements and additional benefit riders. This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is **Variable 29**. **However, GIAC receives all communications at its Customer Service Office.**

Variable 30

On the Annuity Commencement Date, GIAC will begin to make scheduled Annuity Payments to the Payee. Benefits depend on the Net Premiums paid and the Annuity Payment Option elected.

FREE LOOK PERIOD:

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within **Variable 31** days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will refund the total premiums paid. The contract will be void from the beginning.

THIS CONTRACT DOES NOT PROVIDE ACCESS TO FUNDS PRIOR TO THE ANNUITY COMMENCEMENT DATE. A DEATH BENEFIT MAY BE PAYABLE UPON A DEATH UNDER THIS CONTRACT. SEE THE DEATH OF OWNER OR ANNUITANT SECTION FOR MORE DETAILS. HOWEVER, NO DEATH BENEFIT WILL BE PAYABLE IF THE OWNER HAS ELECTED A LIFE ANNUITY WITHOUT GUARANTEED PERIOD ANNUITY PAYMENT OPTION THAT DOES NOT PROVIDE A DEATH BENEFIT.

Individual Flexible Premium Deferred Paid-Up Fixed Annuity Contract

- Premiums payable in accordance with contract provisions
- Annuity Payments begin on the Annuity Commencement Date
- **THIS CONTRACT HAS NO CASH SURRENDER VALUE**
- **THIS CONTRACT DOES NOT PERMIT LOANS OR WITHDRAWALS**
- Non-participating – No dividends payable

WE & YOU

In this contract, the words “we”, “our” or “us” refer to GIAC, and the words “you”, “your” and “yours” refer to the Owner of this contract.

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Any endorsements or additional benefit riders that are attached to the contract follow.

To obtain information about your contract you may call your agent or contact our Customer Service Office by telephone at **Variable 26** or by mail sent to one of the following addresses:

For regular mail:
The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
Variable 27

For overnight delivery:
The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
Variable 27

CONTRACT DATA

OWNER [JOINT OWNER]	Variable 1 Variable 2	AGE –SEX Variable 5 Variable 5
PRIMARY ANNUITANT Variable 4	Variable 3 Variable 4	Variable 5 Variable 5
CONTRACT NUMBER	Variable 6	
ISSUE DATE	Variable 7	
ANNUITY COMMENCEMENT DATE	Variable 8	
PAYEE(S)	Variable 9	
BENEFICIARY	AS DESIGNATED IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT	
CONTRACT TYPE	Variable 10	
CONTRACT NAME	Variable 11	
INITIAL PREMIUM [LESS STATE ANNUITY TAX NET PREMIUM	Variable 12 Variable 13] Variable 14	
DEATH BENEFIT	Variable 15	
ANNUITY PAYMENT OPTION Variable 16.1 Variable 16.2	Variable 16	
ANNUITY PAYMENT AMOUNT	Variable 17	
ANNUITY PAYMENT FREQUENCY Variable 19	Variable 18	
Variable 20		
MINIMUM PREMIUM PAYMENT: \$	Variable 21	
MAXIMUM ANNUAL PREMIUM PAYMENT AFTER THE FIRST CONTRACT ANNIVERSARY:	Variable 22	
MAXIMUM TOTAL PREMIUM PAYMENTS: \$	Variable 23	
Variable 24 Variable 25		

See the applicable endorsement/rider form for additional information regarding these endorsements/riders.

The following Annuity Payment Amounts apply to other Annuity Payment Frequencies. See the Annuity Payments provision of this contract for information on when you may elect a different Annuity Payment Frequency.
Variable 18.1

The Guardian Insurance & Annuity Company, Inc.

Statement of Variable Material for EB-016459

The following describes the variable data in the above application form. The areas where the variables appear within the applications attached to this submission are bracketed.

Variable 1 - Product Name

The marketing name of the product that the application will be used to apply for is shown in this area. We are considering this as variable data since we would like to have the ability to change the marketing name of the product without resubmitting the application. The current name is Guardian SecureFuture Income Annuity.

Variable 2 - Customer Service Office Address

This is the mailing address of our Customer Service Office used to correspond with the company. We are considering this as variable data since we would like to have the ability to change the address of the company without resubmitting the applications. The current CSO address is 3900 Burgess Place, 3 South, Bethlehem, PA 18017.

Variable 3 - Contract Type

We are considering this section to be variable so that if there are any changes to the markets in which the product will be used without the application forms being refiled. The reason for any change would have to do with tax code changes which would either change/add/remove certain types of qualified plans that will be available for this product.

Variable 4 - Premium Payment

We have bracketed the minimum premium payment since we would like to have the ability to change the minimum premium amount without resubmitting the applications. The reason for any change may be due to market and/or competitive conditions. The current value is \$5,000. The range of values is \$1,000-\$1,000,000.

Variable 5 - Payment Method

We have bracketed the payment method since we would like to have the ability to change the options available without resubmitting the application. The application lists the payment methods that we currently accept.

Variable 6 – Account Registration

We have bracketed the non-natural owners (Trust and Custodial IRA). We would like to be able to change the options available by adding/removing/changing the types of non-natural owners that are available under the contract.

Variable 7 - Annuity Payment Options

This section is where the owner elects the type of annuity payment option for their contract. We have bracketed the options so that we can add/delete/change the options that are available under the contract to which this application is used to apply.

This section also provides the issue rules for when the Annuity Commencement Date can be selected. We have bracketed this information as variable, however, if this changes in the future, we will submit a revised Statement of Variability for approval.

Variable 8 – Optional Annuity Payment Increase Benefit

In addition, we have bracketed the options which relate to the optional annuity payment increase benefit. The current options are 1%, 2%, 3%, 4% and 5%. We would like to be able to change the options available by adding/removing/changing the percentage options that are available under the contract.

This section also provides the situations when the Owner can elect the Annuity Payment Increase Benefit.

Variable 9 - Withholding Election & Important Tax Notification

We have bracketed the website address and customer service telephone number where the owner can get information related to the withholding elections. The current website address is www.guardianlife.com/StateTaxWithholding and the phone number is 1-800-221-3253, Option 1.

Variable 10 - Acknowledgements section

We have bracketed the latest number of years that can be chosen for the Annuity Commencement Date in the acknowledgement paragraph. This is so that if we decide to offer other frequencies, we can update to include the new/revised frequencies. The current language is 40 years. The range of values is 10-50 years.

Variable 11: Agent/Registered Representative Use Only

This section is bracketed as variable since this is where the agent selects the type of compensation that is to be received for the sale of this product. This variable may change if a new compensation option is made available.

Variable 12: Agent/Registered Representative Signature

We have bracketed the Regular Mail address used to correspond with the company, and the Express Mail address that is used to correspond via overnight mail with the company. We are considering this as variable data since we would like to have the ability to change the addresses without resubmitting the application. The current Regular Mail address is P.O. Box 26210, Lehigh Valley, PA 18002-6210 and the current Express Mail address is 3900 Burgess Place, 3 South, Bethlehem, PA 18017.

Variable 13: Wiring Instructions

This section is used if a wire transfer is chosen as the method of payment. We are considering this as variable data since we would like to have the ability to change the receiving bank, routing number and beneficiary account number without resubmitting the applications.

Guardian SecureFuture Income AnnuitySM
An Individual Flexible Premium Deferred Paid-Up Fixed Annuity



The Guardian Insurance & Annuity Company, Inc. (GIAC) Domiciled in Delaware
Customer Service Office: 3900 Burgess Place, 3 South, Bethlehem, PA 18017

Instructions: Send completed application and check made payable to The Guardian Insurance & Annuity Company, Inc. to the mailing address on the last page.

1. CONTRACT TYPE

Check either Non-Qualified or one of the Qualified Contract Types:

☒ Non-Qualified (NQ) ☐ Traditional IRA ☐ Roth IRA* ☐ Roth Conversion IRA ☐ Custodial IRA (Traditional or Roth) ☐ SEP

*Joint Life Annuity not permitted with Roth IRA.

2. PREMIUM PAYMENT

Initial Premium Payment: \$ 10,000. (Minimum premium is \$5,000)

Payment Method: ☒ Check (payable to GIAC) ☐ Wire* ☐ 1035 Exchange ☐ Rollover ☐ Direct Transfer ☐ CD/Mutual Fund Transfer

*See last page for wiring instructions

3. ACCOUNT REGISTRATION

3.A Owner Check One: ☒ Male ☐ Female ☐ Trust (Complete Trust Certification form) ☐ Custodial IRA (Traditional or Roth)

Name John Doe	SS# or Tax ID# 123 45 6789	Date of Birth (mm/dd/yyyy) 12/15/1970	
Primary Residential Address (No P.O. Box) 45 Main Street	City Anytown	State AR	Zip 12345
Mailing Address (Required if different from primary residential address)	City	State	Zip
E-mail JDoe@hotmail.com		Daytime Telephone (123) 222-3456	

Joint Owner (If any) Not available for Qualified Contracts - **Must be Spouse of Owner** Check One: ☐ Male ☐ Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address (No P.O. Box)	City	State	Zip

3.B Primary Annuitant - Must be Owner Check One: ☐ Male ☐ Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy) (Proof may be required)
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Secondary Annuitant - Required if Joint Life Annuity is elected - **Must be Spouse of Annuitant** Check One: ☐ Male ☐ Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy) (Proof may be required)
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4. PRIMARY BENEFICIARY (Skip to Section 6 if electing Life Annuity Without Guaranteed Period - No Death Benefit)

The percentage allocated to primary and contingent beneficiaries must each add up to 100%.
☐ A Beneficiary Addendum listing additional primary and/or contingent beneficiaries is attached.

			Optional, but Recommended	
Primary Beneficiary Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
Jane Doe, 45 Main Street, Anytown, AR 12345	spouse	100	789 67 4321	1/15/68
Primary Beneficiary Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
Primary Beneficiary Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
Primary Beneficiary Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth

• When purchasing a Joint Life Annuity, the Second Annuitant **must** be the sole Primary Beneficiary. If the owner is a grantor trust, the sole Primary Beneficiary must be the "surviving spousal annuitant" when Joint Life Annuity is selected. • Beneficiary designation changes cannot be made before the Annuity Commencement Date (ACD) on Joint Life annuities.

• Non-spousal beneficiaries will receive an immediate lump sum distribution if a death benefit is payable. This will result in an immediate taxable event for taxable amounts. This taxable event can be avoided for non-spousal beneficiaries of IRA contracts if they notify us within 30 days of a death that they wish to transfer the death benefit to an Inherited IRA.

5. BENEFICIARY RESTRICTIONS (Optional)

☐ Check here if you wish to restrict your beneficiary's rights under the contract once payments have begun.

If you elect this option, the beneficiary may not elect to receive the present value of the remaining guaranteed annuity payments (if any) in a lump sum.

6. ANNUITY PAYMENT OPTIONS

6.A. Choose One:

- ☒ **Single Life** (Single Life is the only option available to fund a Roth IRA)
- ☐ **Joint Life Annuity with 100% to Survivor**
- ☐ **Joint Life Annuity with Payment Reduction to Survivor** (Not available with Life Annuity with Refund Certain)
- ☐ Reduction Upon Death of **Primary** Annuitant
- ☐ Reduction Upon Death of **either** Annuitant
- Choose Remaining Payment % to Survivor
- ☐ 50% ☐ 66 ⅔% ☐ 75% ☐ Other _____% (whole % only)

Variable 7

6.B. Choose One:

- ☒ **Life Annuity WITHOUT Guaranteed Period* - No Death Benefit****
- ☐ **Life Annuity WITHOUT Guaranteed Period* with Return of Premium Death Benefit**
- ☐ **Life Annuity with Guaranteed Period - Return of Premium Death Benefit** - Years (Choose one):
- ☐ 5 ☐ 10 ☐ 15 ☐ 20 ☐ 30 ☐ Other (whole years between 5 and 30 years) _____
- ☐ **Life Annuity with Refund Certain*** - Return of Premium Death Benefit**

*Life Annuity WITHOUT Guaranteed Period does not offer the ability to change your Annuity Commencement Date (ACD). **No death benefits will be paid under this option. Complete Death Benefit Waiver form and submit with application ***Only available with Single Life and Joint Life with 100% to Survivor

6.C. Payment Frequency (Choose One): ☒ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

6.D. Annuity Commencement Date (ACD)

(No sooner than the beginning of the 13th calendar month after issue; no later than 40 years from issue date of contract. Age limits apply to the owner for Traditional, SEP and Custodial IRAs and to the oldest annuitant for Roth IRA and Non-Qualified Joint Life contracts.):

Choose one: 11/01/2014
mm/dd/yyyy

OR

☐ I elect the maximum allowable ACD of age 85 for Non-Qualified and Roth IRA; age 70½ for Traditional, SEP and Custodial IRA

7. OPTIONAL ANNUITY PAYMENT INCREASE BENEFIT

[Choose One: I elect a ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5% compound interest annuity payment increase.]

Variable 8

• Choosing the Annuity Payment Increase Benefit will result in a lower initial annuity payment.

• Only available if the Owner is at least age 25 on issue date and age 59½ or older when payments commence; availability subject to IRS RMD guidelines on Qualified contracts.

• If you elect this option you will not be able to change your ACD (if available) to a date prior to age 59½.

8. SPECIAL PAYMENT INSTRUCTIONS (Optional)

A voided check pre-printed with the Owner's name as shown in the Account Registration section, above, must be on file with GIAC or attached to a request for direct deposit. By completing this section and signing in the Signature section, below, (i) I hereby authorize GIAC to deposit annuity payments from this contract to the designated account; and (ii) I understand that in the event an overpayment(s) should be credited to the account, I hereby authorize GIAC to initiate, if necessary, debit entries and adjustments for any credit entries. Election of direct deposit and/or designation of a third party payee for annuity payments will remain in effect until GIAC receives further written instructions from the Owner or until direct deposit is discontinued by owner's financial institution. Contact GIAC Customer Service for detailed information on the Direct Deposit and/or third party payee program, including how to cancel the program.

PAYEE #1 of _____ %

Financial Institution

or

First Name	M.I.	Last Name	Suffix
Payee SSN/TIN			

☐ Send **check** by mail to address below

Address		
City	State	Zip
Entity Name		
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship	

or ☐ **Direct Deposit** (attach a voided check)

Bank/Financial Institution Name
Account Owner Name
ABA Routing Number
Account Number
Account Type

PAYEE #3 of _____ %

Financial Institution

or

First Name	M.I.	Last Name	Suffix
Payee SSN/TIN			

☐ Send **check** by mail to address below

Address		
City	State	Zip
Entity Name		
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship	

or ☐ **Direct Deposit** (attach a voided check)

Bank/Financial Institution Name
Account Owner Name
ABA Routing Number
Account Number
Account Type

PAYEE #2 of _____ %

Financial Institution

or

First Name	M.I.	Last Name	Suffix
Payee SSN/TIN			

☐ Send **check** by mail to address below

Address		
City	State	Zip
Entity Name		
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship	

or ☐ **Direct Deposit** (attach a voided check)

Bank/Financial Institution Name
Account Owner Name
ABA Routing Number
Account Number
Account Type

PAYEE #4 of _____ %

Financial Institution

or

First Name	M.I.	Last Name	Suffix
Payee SSN/TIN			

☐ Send **check** by mail to address below

Address		
City	State	Zip
Entity Name		
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship	

or ☐ **Direct Deposit** (attach a voided check)

Bank/Financial Institution Name
Account Owner Name
ABA Routing Number
Account Number
Account Type

9. REPLACEMENT INFORMATION (REQUIRED)

IMPORTANT - THIS SECTION MUST BE COMPLETED IN FULL

Do you have an existing life insurance policy or annuity contract?

☐ Yes ☒ No

Note: If you answer "Yes" to this question, certain states require you to complete and submit an Important Notice form with the application.

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy?

☐ Yes ☒ No

Note: If you answer "Yes" to this question, complete any replacement forms required by the applicable state. Also, provide the information below on all contracts or policies to be replaced.

Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #

10. CONTRACT STATE (Required if signing this application in a state other than your state of primary residence)

The contract state is your state of primary residence (Owner's primary residential address from Section 3) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of signing. ☐ I work or conduct business in the state of signing.

If none of the above apply, the application must be signed in your state of primary residence.

11. WITHHOLDING ELECTION & IMPORTANT TAX NOTIFICATION

If you do not complete this section, GIAC will automatically withhold federal income taxes and any mandatory state income taxes from your annuity payment(s), reducing the amount sent to you.

☒ I DO NOT want income tax withheld.

☐ I DO want income tax withheld.

• Withhold _____% federal income tax*

• Withhold _____% state income tax**

GIAC and its affiliates, subsidiaries, employees and agents do not provide tax or legal advice. Tax laws and regulations are complex and subject to change. For complete information about your specific situation, consult your attorney or tax advisor. ■ The taxable portion of a payment from an annuity contract is considered ordinary income for tax purposes. GIAC is required to withhold federal taxes (and state taxes where applicable) from any annuity payment, unless you opt out of income tax withholding and provide your social security or tax ID number. ■ Even if you elect not to have federal income tax withheld, you are liable for payment of federal income tax on the taxable portion of your annuity payment and GIAC is obligated to report this information both to you and to the Internal Revenue Service (IRS). If your payment of estimated tax and withholding, if any, is not adequate, you may also be subject to penalties under the estimated tax payment rules. ■ If you are a U.S. citizen/legal resident/resident alien and the withdrawal check is sent outside the United States, GIAC is required to withhold federal tax. ■ 30% federal income tax withholding applies to non-resident aliens unless they properly complete Form W-8BEN and treaty provisions pertaining to their country of residence provide for a different withholding amount.

* If you do not select a federal income tax withholding percentage or if you designate less than 10% above, GIAC will withhold the minimum amount required by current federal law, which is 10%. GIAC does not withhold taxes from or provide tax reporting on Custodial IRA contracts. Additional restrictions may apply.

** State income tax withholding requirements vary depending on your state of primary residence at the time of the payment. States fall into one of the following four categories:

- 1) Certain states require state income tax withholding if federal income tax is withheld. In these states, if you indicate a federal income tax withholding percentage and you do not indicate a state income tax withholding percentage above, GIAC will withhold our standard default withholding percentage unless you specify a different percentage other than zero.
- 2) Certain other states require state income tax withholding if federal income tax is withheld unless you specifically elect to have no state tax withheld.
 - a. In these states, if you indicate a federal income tax withholding percentage and you indicate a state income tax withholding percentage above, GIAC will withhold the state income tax amount specified.
 - b. In these states, if you indicate a federal income tax withholding percentage and you do not indicate a state income tax withholding percentage or you indicate zero percentage above, GIAC considers this electing out of state income tax withholding and will not withhold state income taxes.
- 3) Some states allow voluntary state income tax withholding. In these states, if you indicate a federal income tax withholding percentage and you indicate a state income tax withholding percentage above, GIAC will withhold the state income tax amount specified.
- 4) Some states do not accept state income tax withholding. In these states, we will not withhold state income tax regardless of the instruction you have provided above.

Variable 9

To determine the requirements in your state, consult your tax advisor. For a list of GIAC's standard state withholding guidelines, visit our website at www.guardianlife.com/StateTaxWithholding or contact GIAC Customer Service at 1-800-221-3253, Option 1.]

12. SIGNATURES (REQUIRED)

Fraud Warnings

FOR RESIDENTS OF ARKANSAS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

FOR RESIDENTS OF DISTRICT OF COLUMBIA (WASHINGTON D.C.): Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FOR RESIDENTS OF FLORIDA: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Acknowledgements

Variable 10

As owner of this annuity, I represent the following: (1) To the best of my knowledge and belief, all statements in this application are complete and true and were correctly recorded; (2) I understand that the contract applied for will not begin until the later of: (a) contract issue, or (b) GIAC's receipt of the contract premium; (3) I understand that the first annuity payment will be sent to me on the Annuity Commencement Date I have selected (no sooner than the beginning of the 13th calendar month after contract issue; no later than [40 years] from the issue date of the contract) correlating to the payment frequency selected; (4) I understand that GIAC has the unilateral right to determine if any contract can be issued and that only GIAC can waive or modify any terms of this application or any GIAC contract requirements; (5) I acknowledge that I have received a marketing brochure with this application and have had an opportunity to ask my agent questions about the annuity payment options and other contract features available to me; and (6) if I have chosen the optional Annuity Payment Increase Benefit, I have received an illustration reflecting how my choice will impact my annuity payments.

By my signature I acknowledge and understand by selecting the Life Annuity Without Guaranteed Period - No Death Benefit payment option on my Guardian SecureFuture Income AnnuitySM I am electing no death benefit. No death benefit will be paid upon the death of the annuity owner, joint owner or annuitant. It is with this understanding that I have designated no beneficiaries on this annuity.

I further understand that federal law requires all financial institutions to obtain and record information that identifies each person who applies for an annuity. To meet this requirement GIAC asks for my name, social security number, street address, date of birth and other information to verify my identity. Failure to provide this information could result in the annuity contract not being issued.

By my signature, I certify, under penalties of perjury, that (i) if I do not elect Income Tax Withholding above, I am not subject to back-up withholding either because I have not been notified that I am subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding, (ii) the social security number or taxpayer identification number shown on this application is my correct number, and (iii) I am a U.S. citizen, U.S. resident alien, or other U.S. person. I further understand that the Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid back-up withholding.

I am submitting a signed illustration consistent with all application elections with this application.

Signature of Owner / Authorized Person X John Doe		Signature of Joint Owner (if any) X
Signed at City Anytown	State AR	Date 12/01/12

13. AGENT/REGISTERED REPRESENTATIVE SIGNATURE (REQUIRED)

As Agent/Registered Representative, I certify witnessing the Owner(s) signature(s) on this application and that the answers to the following questions are true to the best of my knowledge and belief.

Does this applicant have an existing life insurance policy or annuity contract? ☐ Yes ☒ No

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy? ☐ Yes ☒ No

Annuity Payment Lock (optional)

☐ Yes, this application has been signed within 7 calendar days of the attached dated illustration for this product. I understand that the Annuity Payment Lock will only apply if both are received by GIAC within 14 calendar days of the date the application is signed.

Producer Certification: By my signature, I hereby certify that I have used only GIAC-approved sales material in connection with this sale and that copies of sales materials used were left with the applicant.

Print Name of Agent/Registered Representative		Split _____ %		Print Name of Broker/Dealer				
Signature of Agent/Registered Representative X <i>Jack Smith</i>				Branch Office Street Address				
E-mail		Branch No./R.R. No.		Branch Office		City	State	Zip
State License # (For Florida Agents Only)				Tel.		Fax		

Print Name of Co-Agent/Registered Representative (If any)		Split _____ %	
E-mail		Branch No./R.R. No.	
State License # (For Florida Agents Only)			

Note: Include each Agent/Registered Representative's full name and R.R. No. and % commission split (if applicable). We cannot process team codes.

Agent / Registered Representative Use Only:

UPFRONT ONLY:

☐ Option A

TRAIL OPTIONS:

☐ Option B (5 yr trail)

☐ Option C (9 yr trail)

☐ Option D (9 yr - highest trail)

Variable 11

Send completed application and check (payable to The Guardian Insurance & Annuity Company, Inc.) to:

Regular Mail:

The Guardian Insurance & Annuity Company, Inc.
Retirement Solutions, Individual Products
P.O. Box 26210
Lehigh Valley, PA 18002-6210

Variable 12

Express Mail:

The Guardian Insurance & Annuity Company, Inc.
Retirement Solutions, Individual Products
3900 Burgess Place, 3 South
Bethlehem, PA 18017

Wiring Instructions:

If you selected "Wire" as the Payment Method in Section 2, use the information below for the transaction.

Receiving Bank:

PNC Bank, 500 First Ave., Pittsburgh, PA 15219

PNC Bank ABA:

041 000 124

Beneficiary:

The Guardian Insurance & Annuity Company, Inc.

Beneficiary Account Number:

4227616799

Variable 13

This space is for GIAC use only

The Guardian Insurance & Annuity Company, Inc.

Statement of Variable Material for Form 12-ACDC

Our submission of the above form for approval includes a number of areas in the form that have been bracketed as variable. Some fields are variable because they include “John Doe” related information which means the value varies by each contract, while other areas are considered variable to allow changes for future contracts without requiring the form to be resubmitted for approval.

Variable	Description	Range of Data, if applicable, or explanation of data
Variable 1	Earliest Annuity Commencement Date	This is the earliest date that the Annuity Commencement Date can be changed to when exercising the rider. The earliest date would be 5 years earlier than the annuity commencement date elected at issue but no earlier than the beginning of the 13 th month following the contract issue date.
Variable 2	Latest Annuity Commencement Date	This is the latest date the Annuity Commencement Date can be changed to when exercising this rider. It is generally 5 years after the Annuity Commencement Date elected at issue but will also be no later than (1) the 40 th anniversary of the contract issue date, and (2) than the Owner's actual age 70 ½ with when issued in conjunction with an IRA (except Roth IRAs) or actual age 85 in the nonqualified market and Roth IRAs.
Variable 3	Annual Mortality Table	The mortality table used to determine adjusted annuity payments resulting from a change to the Annuity Commencement Date. It is currently the Annuity 2000 Mortality Table. If this changes, we will submit a revised SOV for approval prior to issuance.
Variable 4	Interest Rate Change Index	The interest rate used to determine adjusted annuity payments resulting from a change to the Annuity Commencement Date. It is the rate in effect 3 Business Days prior to the date of the initial request for the change to the Annuity Commencement Date. It is currently the Composite Yield on Seasoned Corporate Bonds, as published by Moody's Investor Service, Inc. We will file an updated SOV for informational purposes if there is a change in the index.
Variable 5	ACD Change Factor	The interest rate adjustment used to determine

		adjusted annuity payments resulting from a change (acceleration or deferred) to the Annuity Commencement Date. It is currently 1.50% and ranges from .25 – 3%.
Variable 6	Officer(s) Title(s) and Signature(s)	The rider form submitted has the officer signature and title bracketed. If the officer or title changes, we would like to be able to modify the rider without refilling.

ANNUITY COMMENCEMENT DATE CHANGE RIDER

This rider is made part of the contract to which it is attached. This rider allows for the Annuity Commencement Date (ACD) of the Basic Contract to be changed.

To the extent any provisions contained in this rider are contrary to or inconsistent with those of the Basic Contract, the provisions of this rider will control. Terms that are not defined below have the meanings designated in the Basic Contract, which is defined as the contract to which this rider is attached excluding any additional benefit riders or endorsements.

SPECIFICATIONS

[Earliest Annuity Commencement Date: Variable 1

Latest Annuity Commencement Date: Variable 2

Annuity Mortality Table: Variable 3

Interest Rate Change Index: Variable 4

ACD Change Factor: Variable 5]

Changing the Annuity Commencement Date

Within 14 days prior to the Annuity Commencement Date, you may change the Annuity Commencement Date to a new date subject to the Earliest Annuity Commencement Date and the Latest Annuity Commencement Date shown in the Specifications section of this rider. The request for such a change must be in writing and received at our Customer Service Office in Good Order. This rider will terminate when the Annuity Commencement Date is changed. However, if the Annuity Commencement Date change is to a date that is later than the then current Annuity Commencement Date, this rider will not end as long as the Annuity Commencement Date had not previously been changed. If the Annuity Commencement Date has been changed and the rider remains in effect, the Earliest Annuity Commencement Date is changed to the original Annuity Commencement Date shown in the Basic Contract.

We will send you written notification of the change in Annuity Commencement Date including the new Annuity Payment Amount.

Effect of Annuity Commencement Date on Annuity Payment Amounts

By exercising this rider, the Annuity Payment Amounts under the Basic Contract will be adjusted based on the new Annuity Commencement Date. The Annuity Payment Amounts will be adjusted on an actuarially equivalent basis. The Annuity Payment Amounts will be determined based on the Annuity Mortality Table and Interest Rate Index shown in the Specifications section of this rider. The Interest Rate Index will be adjusted by the ACD Change Factor shown in the Specifications section of this rider. If the Annuity Commencement Date is changed to a date earlier than the then current Annuity Commencement Date we will increase the Interest Rate Change Index by the amount of the ACD Change Factor. If the Annuity Commencement Date is changed to a date later than the original Annuity Commencement Date then the Interest Rate Change Index is lowered by the ACD Change Factor but not less than zero.

If the Interest Rate Change Index shown in the Specifications section is discontinued, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you or any assignee of record before a substitute index is used.

Rider Termination

This rider terminates on the earliest of the following:

- The date we receive your written request to cancel this rider in Good Order at our Customer Service Office;
- The Date the Basic Contract ends; or
- The Annuity Commencement Date of the Basic Contract; or
- The date the Annuity Commencement Date is changed and the rider is terminated in accordance with the terms of the Changing the Annuity Commencement Date provision. .

The Guardian Insurance & Annuity Company, Inc.

Variable 6

State:	Arkansas	Filing Company:	The Guardian Insurance & Annuity Company Inc.
TOI/Sub-TOI:	A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium		
Product Name:	Deferred Income Annuity		
Project Name/Number:	Deferred Income Annuity/12-DIA		

Superceded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/04/2012	Form	Individual Flexible Premium Deferred Paid-up Fixed Annuity Contract	10/12/2012	12-DIA.pdf (Superceded)

ANNUITANT
CONTRACT NUMBER

[JOHN DOE]
[00000000]

[35-MALE]
[JULY 01, 2012]

AGE AND SEX
ISSUE DATE



THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

A Stock Company Incorporated in the State of Delaware

Customer Service Office:

[P.O. Box 26210

Lehigh Valley, PA 18002-6210

1-800-221-3253]

Read this contract carefully. This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will make Annuity Payments in accordance with the provisions of this contract. The entire contract consists of the Basic Contract and any attached endorsements and additional benefit riders. This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is [1209 Orange Street, Wilmington, Delaware 19801]. **However, GIAC receives all communications at its Customer Service Office.**

	
Secretary	President

On the Annuity Commencement Date, GIAC will begin to make scheduled Annuity Payments to the Payee. Benefits depend on the Net Premiums paid and the Annuity Payment Option elected.

FREE LOOK PERIOD:

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within [10] days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will refund the total premiums paid. The contract will be void from the beginning.

THIS CONTRACT DOES NOT PROVIDE ACCESS TO FUNDS PRIOR TO THE ANNUITY COMMENCEMENT DATE. A DEATH BENEFIT MAY BE PAYABLE UPON A DEATH UNDER THIS CONTRACT. SEE THE DEATH OF OWNER OR ANNUITANT SECTION FOR MORE DETAILS. HOWEVER, NO DEATH BENEFIT WILL BE PAYABLE IF THE OWNER HAS ELECTED A LIFE ANNUITY WITHOUT GUARANTEED PERIOD ANNUITY PAYMENT OPTION THAT DOES NOT PROVIDE A DEATH BENEFIT.

Individual Flexible Premium Deferred Paid-Up Fixed Annuity Contract

- Premiums payable in accordance with contract provisions
- Annuity Payments begin on the Annuity Commencement Date
- **THIS CONTRACT HAS NO CASH SURRENDER VALUE**
- **THIS CONTRACT DOES NOT PERMIT LOANS OR WITHDRAWALS**
- Non-participating – No dividends payable

WE & YOU

In this contract, the words “we”, “our” or “us” refer to GIAC, and the words “you”, “your” and “yours” refer to the Owner of this contract.

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Any endorsements or additional benefit riders that are attached to the contract follow.

To obtain information about your contract you may call your agent or contact our Customer Service Office by telephone at [1-800-221-3253] or by mail sent to one of the following addresses:

For regular mail:
The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
[P.O. Box 26210
Lehigh Valley, PA 18002-6210]

For overnight delivery:
The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
[3900 Burgess Place
Bethlehem, PA 18017]

CONTRACT DATA

OWNER	[JOHN DOE]	AGE –SEX
[JOINT OWNER]	[JANE DOE]	[35 – MALE]
		[35 – FEMALE]
PRIMARY ANNUITANT	[JOHN DOE]	[35- MALE]
[SECONDARY ANNUITANT]	[JANE DOE]	[35- MALE]
CONTRACT NUMBER	[00000000]	
ISSUE DATE	[JULY 1, 2012]	
ANNUITY COMMENCEMENT DATE	[AUGUST 1, 2040]	
PAYEE(S)	[MARY DOE]	
BENEFICIARY	AS DESIGNATED IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT	
CONTRACT TYPE	[NON-QUALIFIED]	
CONTRACT NAME	[THE GUARDIAN SECUREFUTURE INCOME ANNUITY sm]	
INITIAL PREMIUM	[\$25,000]	
[LESS STATE ANNUITY TAX	[\$500]]	
NET PREMIUM	[\$24,500]	
DEATH BENEFIT	[100% OF THE PREMIUMS PAID]	
ANNUITY PAYMENT OPTION	[Joint Life Annuity with Primary Annuitant Survivor Benefit and Guaranteed Period]	
[GUARANTEED PERIOD	10 YEARS]	
[JOINT AND SURVIVOR PERCENTAGE	50%]	
[ANNUITY PAYMENT AMOUNT	[\$46.04]	
ANNUITY PAYMENT FREQUENCY	[Monthly]	
[ANNUITY PAYMENT GUARANTEED PERIOD END DATE	7/31/2021]	
[ANNUITY PAYMENT INCREASE PERCENTAGE	[3%]	
MINIMUM PREMIUM PAYMENT: \$[100.00]		
MAXIMUM ANNUAL PREMIUM PAYMENT ON AND AFTER THE FIRST CONTRACT ANNIVERSARY: [the Initial Premium plus any subsequent premiums paid prior to the first Contract Anniversary]		
MAXIMUM TOTAL PREMIUM PAYMENTS: \$[1,000,000.00]		

[ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS

- [ANNUITY COMMENCEMENT DATE CHANGE RIDER]
- [PAYMENT ACCELERATION RIDER]

See the applicable endorsement/rider form for additional information regarding these endorsements/riders.]

The following Annuity Payment Amounts apply to other Annuity Payment Frequencies. See the Annuity Payments section of this contract for information on when you may elect a different Annuity Payment Frequency.
[Quarterly = \$137.51 Semi-Annual = \$273.24 Annual = \$539.41]

1. DEFINITIONS

Certain important terms used in this contract are defined below. Additional terms, not explained here or specified on the Contract Data page, are defined in other parts of this contract.

Annuitant: The person(s) named on the Contract Data page on whose life the Annuity Payments are based. If a Joint Life Annuity is elected, a Primary Annuitant and a Secondary Annuitant must be named. The Annuitant(s) cannot be changed after the Issue Date.

Annuity Commencement Date: The date chosen by the Owner on which Annuity Payments under this contract begin. The Annuity Commencement Date is shown on the Contract Data page and cannot be changed unless the provisions of an Annuity Commencement Date Change rider that may be attached to this contract are exercised.

Annuity Payment: A regularly scheduled payment that is payable to the Payee under the terms of this contract.

Annuity Payment Guaranteed Period End Date: For Annuity Payment Options that have a guaranteed period, the date on which any guaranteed period under the Annuity Payment Option elected will end. This will be the earliest date on which Annuity Payments end. For Annuity Payment Options that offer a Refund Certain, this is the date on which the accumulated Annuity Payments equals the total premiums paid. This date may change if the provisions of an Annuity Commencement Date Change rider that may be attached to this contract are exercised. This date will not be applicable to an Annuity Payment Option with no guaranteed period.

Annuity Payment Option: An option under which Annuity Payments are made under this contract. The option applicable to this contract is shown on the Contract Data page. The list of available options is set forth in the Annuity Payments section.

Basic Contract: This contract excluding any additional benefit riders or endorsements.

Beneficiary: The person(s) who, by the terms of this contract is (are) entitled to receive any benefits under this contract upon the death of an Owner, or, upon the death of the last surviving Annuitant if there is a Non-Natural Owner. A Beneficiary may make elections on how distributions will be made from this contract unless you indicate otherwise in a signed written notice received at our Customer Service Office in Good Order.

Business Day: Any day on which GIAC is open for business. GIAC's close of business is 4:00 p.m., Eastern Time. If any transaction or event is scheduled to occur on a day that is not a Business Day, or if a transaction request is received after close of business, such transaction or event will be processed on the next following Business Day unless otherwise specified.

Contingent Beneficiary: The person(s) designated to receive any benefits under a contract upon an Owner's death should there be no surviving Owner and all Primary Beneficiaries predecease such Owner. In the event that a Contingent Beneficiary predeceases the Owner, unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, any benefits due to the deceased Contingent Beneficiaries will be distributed equally among the surviving Contingent Beneficiaries. If there are no surviving Contingent Beneficiaries, the benefits will be paid to the estate of the last surviving deceased Owner. (See Beneficiary and Primary Beneficiary definitions.)

Contract Anniversary: The same date of each calendar year as the Issue Date.

Good Order: Notice, including notification of a death of an Owner, Annuitant, Payee or Beneficiary, from any party authorized to initiate a transaction under this contract received at the Customer Service Office in a format satisfactory to us that includes all required information.

Internal Revenue Code ("Code"): The Internal Revenue Code of 1986 as amended, and the rules and regulations thereunder, and successor provisions thereto.

Issue Date: The date this contract is issued at our Customer Service Office. The Issue Date is shown on the Contract Data page.

Net Premium: The premiums paid by the Owner to us in accordance with the provisions of this contract, less the amount of annuity tax, if any. The Net Premium for the initial premium payment is shown on the Contract Data page.

Non-Natural Owner: An Owner that is a corporation, trust or other entity that is not a natural person as defined under the Internal Revenue Code.

Non-Qualified Contract: A contract other than a Qualified Contract.

Owner (“Contract Owner,” “you,” “your,” “yours”): The Owner has the rights to all benefits and to exercise all rights under this contract. The contract may be owned by a natural person, or Non-Natural Owners such as corporations or other forms of business entities, trusts, or custodial accounts.

Payee: The recipient of Annuity Payments under this contract. Unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, the Owner will be the Payee. The Owner has the right to name a different Payee, subject to our approval and the Payee provision of this contract.

Primary Beneficiary: The person(s) designated to receive benefits under a contract upon an Owner's death. In the event that a Primary Beneficiary predeceases the Owner, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any benefits due to a deceased Primary Beneficiary will be distributed equally among the surviving Primary Beneficiaries. In the event that all Primary Beneficiaries predecease the Owner, proceeds will be paid to the surviving Contingent Beneficiaries. (See Beneficiary and Contingent Beneficiary definitions).

Qualified Contract: A contract that is issued in conjunction with a retirement plan that receives favorable tax treatment under Sections 401, 403, 408, 408A or 457 of the Code.

Replacement Ratio: (a) divided by (b), where (a) is the actual present value of the remaining payments; and (b) is the present value of remaining payments calculated on the basis of the current pricing assumptions used in the determination of prices for the same type of annuity payments and for new contracts of the same class of contracts. If new contracts of such class of contracts are not currently being issued, then this amount will be calculated on the basis of our current assumptions for new annuitizations of the same type of annuity payments. The current Replacement Ratio is the Replacement Ratio as of the date of the calculation.

2. OWNER AND BENEFICIARY

Owner

The Owner is the person to whom this contract is issued or named as an Owner in any later change shown in our records. The Owner alone, subject to the conditions and limitations stated in this contract, has the right to receive all benefits and exercise all rights this contract grants or we allow. If this contract is a Qualified Contract, the Annuitant must be the person for whose benefit the contract is purchased and the Owner will be either the qualified plan or the person for whose benefit the contract is purchased, whichever is required by the applicable section of the Internal Revenue Code.

Joint Owners

If there is more than one Owner we consider them to be joint Owners. At issue, joint Owners are not permitted if there is a Non-Natural Owner or under Qualified Contracts.

Each joint Owner will possess an undivided interest in the contract. Each joint Owner named in our records must sign any written request for a contract transaction. If a joint Owner dies, ownership passes to the surviving joint Owner. If there are joint Owners, all references to "Owner", "you", "your" or "yours", are deemed to include all joint Owners, unless otherwise specified.

Qualified Contracts

For Qualified Contracts, unless we determine that the transaction conforms to the requirements of the applicable section of the Internal Revenue Code, the Owner may not:

- change the Owner or Payee;
- sell or assign this contract;
- pledge this contract as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than GIAC, unless the Owner is:
 - the trustee of any employee trust qualified under the Internal Revenue Code;
 - the custodian of a custodial account treated as such; or
 - the employer under a qualified non-trusteed pension plan.

Change of Owner

You may change the Owner of this contract by a written request in Good Order. Such change may be subject to state and federal gift taxes, federal income taxes and penalty taxes. If there are joint Owners, both Owners must agree in writing to any change of Owner. Any new Owner must meet our issue requirements in effect on the Business Day we receive your written request in Good Order at our Customer Service Office. Unless otherwise specified by the Owner, a change of Owner is effective on the date the notice of change is signed. However, the change will not apply to any payments made or actions taken by us on or before the Business Day we receive notice of the change at our Customer Service Office in Good Order. Once this change of ownership takes effect, all rights of ownership in this Contract will pass to the new Owner.

Beneficiary

The Owner may designate Beneficiary(ies) in a signed written notice received at our Customer Service Office in Good Order (See Primary Beneficiary and Contingent Beneficiary definitions). Prior to the Annuity Commencement Date, the Beneficiary will be the person or entity to which any death benefits under this contract are payable. If benefits are payable under this contract and there is a surviving Owner, that surviving Owner will be designated the sole Primary Beneficiary regardless of any Beneficiary designation shown in our records to the contrary.

If the Annuitant dies on or after the Annuity Commencement Date and there is no surviving Owner, any remaining benefit payable after an Annuitant's death will be paid to the Beneficiary. See the Annuity Payments section for more information.

Change of Beneficiary

The Owner may, subject to any existing assignment, change the Beneficiary at any time. Unless otherwise specified by the Owner, the change will take effect as of the date the request is signed whether or not the Owner or Annuitant is living when we receive the request in Good Order at our Customer Service Office. However, the change will not apply to any payments made or actions taken by us before the request is received in Good Order. The sole Primary Beneficiary of a Joint Life Annuity must be the spouse or civil union partner of an Annuitant. If the Annuitant and Beneficiary divorce or dissolve a civil union partnership, the owner can then name a new beneficiary. If the Owner is changed in accordance with the Change of Owner provision, the new Owner can name a new Beneficiary.

Assignment

We will not be bound by an assignment unless it is received at our Customer Service Office in Good Order. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the Beneficiary. The rights of any Owner or Beneficiary and the entire contract, as defined in The Contract provision set forth in the General Provisions section of this contract, will be subject to the assignment. We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for any tax consequences arising from or the validity of any assignment, or for any actions taken in reliance on the validity of the assignment.

Unless otherwise provided, the assignee may exercise all rights granted by this contract except the right to change the Owner, Payee or Beneficiary. Unless otherwise specified by the Owner, an assignment is effective on the date the notice of assignment is signed. However the Assignment will not apply to any payments made or actions taken by us on or before the Business Day we receive the assignment at our Customer Service Office in Good Order.

3. DEATH OF OWNER OR ANNUITANT

Compliance with Sections 72(s) or 401(a)(9) of the Internal Revenue Code

Notwithstanding any provision of this contract to the contrary, no payment of benefits provided under the contract will be allowed that does not satisfy the requirements of section 72(s) of the Code, as amended from time to time, for Non-Qualified Contracts or section 401(a)(9) of the Code, as amended, for Qualified Contracts.

Death of an Owner or the Annuitant Prior to the Annuity Commencement Date

Prior to the Annuity Commencement Date, upon the death of an Owner or, in the case of a Non-Natural Owner, the Annuitant, the death benefit shown on the Contract Data Page will be paid in a lump sum within 5 years of the date of death in accordance with the terms of the Death Benefit provision below and this contract will terminate. In the case of a Joint Life Annuity, the death of an Owner, or in the case of a Non-Natural Owner, an Annuitant, will not cause a death benefit to be payable if the spouse or civil union partner of the deceased Owner is the sole Primary Beneficiary. If spouse or civil union partner of the deceased Owner is the sole Primary Beneficiary, the contract will continue.

Death of an Owner or Annuitant On or After the Annuity Commencement Date

Upon the death of an Owner on or after the Annuity Commencement Date, ownership will pass to:

- any surviving joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary; if none then
- the last surviving Owner's estate.

If the deaths of both the Owner and any person identified above to succeed as Owner occur within 15 calendar days of each other, for purposes of this provision it is assumed that such person predeceased the Owner.

When ownership passes to multiple Primary or Contingent Beneficiaries, each Beneficiary at the applicable level succeeding to ownership becomes an Owner of that portion of the annuity benefit designated for that Beneficiary by the deceased Owner; if no portion is so designated then each Beneficiary shares equally. Each new Owner has ownership rights only to the extent of the portion of the annuity benefit that has been designated for the respective Beneficiary.

Upon the death of the last surviving Annuitant on or after the Annuity Commencement Date, Annuity Payments will stop unless such death occurs prior to the Annuity Payment Guaranteed Period End Date shown on the Contract Data page or as subsequently changed due to the exercising of an Annuity Commencement Date Change rider that may be attached to this contract. In that case, Annuity Payments will continue as described in the applicable Annuity Payment Option provision.

Upon the death of an Owner on or after the Annuity Commencement Date, any remaining portion of the interest in this contract will be distributed at least as rapidly as under the method of distribution used as of the date of death.

Death of Beneficiary

In the event that all Primary Beneficiaries predecease the Owner, we will pay any benefit due a Beneficiary under this contract to the surviving Contingent Beneficiaries. In the event that a Contingent Beneficiary predeceases the Owner, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any benefits due the deceased Contingent Beneficiaries will be distributed equally among the surviving Contingent Beneficiaries.

You may instead elect to name Contingent Beneficiaries in a numbered sequence. If so, all benefits are paid to the surviving Contingent Beneficiaries in the lowest numbered class. For example, if you name a first Contingent Beneficiary, a second Contingent Beneficiary and a third Contingent Beneficiary, we will pay the benefits to the first Contingent Beneficiary if he or she has not predeceased the Owner. If the first Contingent Beneficiary is not alive, we will pay the benefits to the second Contingent Beneficiary, if alive and to the third Contingent Beneficiary only if neither the first or second Contingent Beneficiaries is alive. If there are no surviving Contingent Beneficiaries, we will pay the benefits to the estate of the last surviving Owner.

Unless otherwise provided, in order for a Beneficiary to be deemed not to have predeceased an Owner or other Beneficiary, that Beneficiary must be living on the earlier of:

- the date we receive Due Proof of Death in Good Order at our Customer Service Office of an Owner or, in the case of a Non-Natural Owner, the last surviving Annuitant; or
- the 15th day after the date of death of an Owner or, in the case of a Non-Natural Owner, the last surviving Annuitant.

Death Benefit

If based on the provisions of this contract a death benefit is payable, the death benefit shown on the Contract Data page will be paid in a lump sum to the Beneficiary. The Beneficiary may have an option to elect to have all or part of the benefit paid under an alternative option that we may make available to the Beneficiary. Payment under one of these alternatives must be for the life of the Beneficiary or for a period that does not exceed the life expectancy of the Beneficiary at the time of death of the Owner. If the Beneficiary elects one of these options, payments must begin within one year of the death of the Owner. If no option is elected within 30 days of our receipt of proof of death at our Customer Service Office, we will make an immediate lump-sum payment to the Beneficiary.

4. PREMIUM PAYMENTS

Subject to the minimum and maximum amounts set forth on the Contract Data page, we will accept premiums under this contract at any time up to 13 months prior to the Annuity Commencement Date. We will not accept a premium if any Annuitant is not living at the time the premium payment is made.

Each additional premium payment will purchase an additional Annuity Payment Amount. Annuity Payment Amounts are based on:

- the purchase rates in effect at the time the premium is received at our Customer Service Office;
- the age of the Annuitant(s) at the time the premium is received at our Customer Service Office;
- the Annuity Commencement Date;
- the Annuity Payment Option;
- for a Non-Qualified Contract, the sex of the Annuitant(s); and
- any other options selected at the time of application for this contract.

All premiums are payable at our Customer Service Office. Upon request, we will give you a receipt signed by one of our officers. The initial premium is shown on the Contract Data page. The Contract Data page shows the limitations regarding premium payments. These limitations may be exceeded only with our written consent. We reserve the right not to accept any premium that would result in a violation of applicable Internal Revenue Service required minimum distribution rules.

Within 30 days of receipt of an additional premium payment, we will provide you with a written confirmation stating the amount of the additional premium payment, the Annuity Payment Amount purchased by that premium, the Annuity Payment Option, and the Annuity Commencement Date. Within 10 days after receiving this confirmation, you may request a refund of that premium payment. Notice of such request must be received at our Customer Service Office no later than the 10th day after your receipt of the confirmation notice. Upon receipt of such request in Good Order we will refund the full amount of the additional premium payment and the Annuity Payment Amount purchased by that premium will be void.

5. ANNUITY PAYMENTS

Annuity Payments

On the Annuity Commencement Date, if at least one Annuitant is living and a death benefit would not otherwise be payable due to the death of an Owner or Annuitant prior to the Annuity Commencement Date, we will begin to make Annuity Payments under the Annuity Payment Option shown on the Contract Data page. The amount of the Annuity Payments is equal to the total Annuity Payment Amounts purchased through all premiums paid under this contract. You may elect for payments to be made monthly, quarterly, semi-annually or annually. The Annuity Payment Frequency is shown on the Contract Data page. You may change the Annuity Payment Frequency if we receive a written request in Good Order at our Customer Service Office 60 days prior to the Annuity Commencement Date. The Annuity Payment Frequency may not be changed on or after the Annuity Commencement Date.

Payee

We make Annuity Payments to the Payee(s). Unless otherwise elected by the Owner, the Owner is the Payee. The Owner, subject to our approval and in accordance with the provisions of this contract, may elect to name a new Payee. If a new Payee is named, we will begin making payments to the new Payee once we receive written notification at our Customer Service Office in Good Order of the new Payee. Any change of Payee is effective on the date the notice of change is signed. However, this change will not apply to any payments made or actions taken by us on or before the Business Day we receive notice of the change at our Customer Service Office in Good Order. In addition, the Payee may change if:

- there is a change of Owner; or
- a Payee dies.

In either case, unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, the Owner becomes the new Payee.

If we have reason to believe that the last surviving Annuitant is no longer living and any Guaranteed Period has ended, or if we do not have the necessary information in order to make an Annuity Payment to any new Owner or Payee, we may suspend Annuity Payments until such time that we receive information that an Annuitant remains alive or until the necessary information is received in Good Order at our Customer Service Office. Once such information is received, any suspended Annuity Payments will be paid to the appropriate Payee.

Annuity Payment Options

You may elect to receive Annuity Payments from one of the following options. On or after the Issue Date, you may not change the Annuitant(s), Annuity Commencement Date (unless an Annuity Commencement Date Change rider that may be attached to this contract is exercised), Annuity Payment Option, any applicable Annuity Payment Increase Percentage, guaranteed period or, in the case of a Joint Life Annuity, the survivor percentage.

Life Annuity without Guaranteed Period

We will make Annuity Payments during the lifetime of the Annuitant. We do not guarantee a minimum number of Annuity Payments under this option. You may elect to have no death benefit paid prior to the Annuity Commencement Date under this option. If no death benefit is elected, this contract ends with no benefits payable upon the death of the Annuitant.

Life Annuity with Guaranteed Period

We will make Annuity Payments during the lifetime of the Annuitant. Payments are guaranteed for the number of full years chosen in the application. The Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and cannot be changed. If the Annuitant dies before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period to the Owner, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum. If an Annuity Commencement Date Change rider that may be attached to this contract is exercised, the Annuity Payment Guaranteed Period End Date will be recalculated based on the new Annuity Commencement Date.

Life Annuity with Refund Certain

We will make Annuity Payments during the lifetime of the Annuitant. Payments are guaranteed until the amount of the accumulated Annuity Payments equals the total premiums paid under this contract. The Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and cannot be changed. If an Annuity Commencement Date Change rider that may be attached to this contract is exercised, the Annuity Payment Guaranteed Period End Date will be recalculated based on the new Annuity Commencement Date. If the Annuitant dies before the Annuity Payment Guaranteed Period End Date (the date the total Annuity Payments equals the total premiums paid under this contract), we will pay the balance of the payments for the remainder of that period unless the Owner elects to be paid the then remaining guaranteed Annuity Payments in a lump sum.

Joint Life Annuity with Survivor Benefit

We will make Annuity Payments while at least one of the Annuitants (Primary Annuitant or Secondary Annuitant) shown on the Contract Data page is living. Based on your selection, payments may have no guaranteed period, may have a guaranteed period for a specific number of years, or may provide a refund certain. If a guaranteed period or refund certain option is elected, the Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and this date cannot be changed unless an Annuity Commencement Date Change rider that may be attached to this contract is exercised. If the refund certain option is elected, the Annuity Payment Guaranteed Period End Date is the date on which the total Annuity Payments equals the accumulated premiums paid under this contract.

When an Annuitant dies, if there is no guaranteed period, payments based on a percentage of the Annuity Payment in effect while both were living will continue for the lifetime of the surviving Annuitant. The Joint and Survivor Percentage is shown on the contract date page and cannot be changed.

If there is a guaranteed period and an Annuitant dies prior to the Annuity Payment Guaranteed Period End Date, payments will continue until the end of any applicable Annuity Payment Guaranteed Period End Date. Thereafter, Annuity Payments based on a percentage of the Annuity Payment in effect while both were living will continue for the lifetime of the surviving Annuitant. The Joint and Survivor Percentage is shown on the Contract Data page and cannot be changed.

If both Annuitants die before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum.

Joint Life Annuity with Primary Annuitant Survivor Benefit

We will make Annuity Payments while at least one of the Annuitants (Primary Annuitant or Secondary Annuitant) shown on the Contract Data page is living. Based on your selection, payments may have no guaranteed period, may have a guaranteed period for a specific number of years, or may provide a refund certain. If a guaranteed period or refund certain option is elected, the Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and this date cannot be changed unless an Annuity Commencement Date Change rider that may be attached to this contract is exercised. If the refund certain option is elected, the Annuity Payment Guaranteed End Date is the date on which the accumulated Annuity Payments equal the total premiums paid under this contract.

If the Primary Annuitant dies first and there is no guaranteed period, payments based on a percentage of the Annuity Payment in effect while both were living will continue for the lifetime of the Secondary Annuitant. The Joint and Survivor Percentage is shown on the contract date page and cannot be changed. If the Secondary Annuitant dies prior to the Primary Annuitant, the Annuity Payment Amount will not be affected by the first death.

If there is a guaranteed period and the Primary Annuitant dies first and prior to the Annuity Payment Guaranteed Period End Date, payments will continue until the end of any applicable Annuity Payment Guaranteed Period End Date. Thereafter, Annuity Payments will be based on a percentage of the Annuity Payment in effect while both were living and will continue for the lifetime of the Secondary Annuitant. If the Secondary Annuitant dies prior to the Primary Annuitant, the Annuity Payment Amount will not be affected by the first death. The Joint and Survivor Percentage is shown on the Contract Data page and cannot be changed.

If both Annuitants die before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period to the Owner, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum.

Annuity Payment Increase Benefit

For certain Annuity Payment Options, you may choose to have Annuity Payments increase annually on each anniversary of the Annuity Commencement Date by a fixed percentage. If elected on the application, each year the amount of the increase in the Annuity Payment is determined by multiplying the Annuity Payment Increase Percentage shown on the Contract Data page by the prior year's Annuity Payment.

If a Joint Life Annuity With Survivor Benefit or Joint Life Annuity With Primary Annuitant Survivor Benefit is elected, the amount of the increase in the Annuity Payment beginning on the anniversary of the Annuity Commencement Date occurring on or after the later of the Annuity Payment Guaranteed Period End Date or the date of the first Annuitant's death (or in the case of the Joint Life Annuity with Primary Annuitant Survivor Benefit the Primary Annuitant's death) is calculated by multiplying (a) the Annuity Payment Increase Percentage by (b) the Annuity Payment Amount after the adjustment described in the applicable Joint Life Annuity provision.

Present Value of Remaining Payments Upon Death of Annuitant

If the last surviving Annuitant dies on or after the Annuity Commencement Date but prior to any applicable Annuity Payment Guaranteed Period End Date, during the 6 month period beginning on the date we receive notice of such death (the "Election Period"), the Owner has the option to elect to receive all remaining guaranteed Annuity Payments in a lump sum. The present value of the remaining guaranteed Annuity Payments will be determined as of the date we receive written request at our Customer Service Office in Good Order. For certain Annuity Payment Options, the lump sum payment will be the present value of the remaining Annuity Payments and as such will be for an amount less than the sum of the remaining Annuity Payments payable through the Annuity Payment Guaranteed Period End Date. The interest rate used to compute the present value of such remaining Annuity Payments will be the average of the Monthly Average of the Composite Yield on Seasoned Corporate Bonds, as published by Moody's Investors Service, Inc. for the 12 months preceding the calendar month ending one month before the first day of the month in which the request for the lump sum is received rounded to the nearest 1/20th of a percent, plus 1%. If the above index is discontinued, we may substitute a comparable index subject to any regulatory approval that may be required. We will notify you or any assignee of record before a substitute index is used.

During the Election Period, the Owner may request information on the calculation of the present value of any remaining Annuity Payments. Within 15 days of our receipt of such request, we will provide the following: (a) the present value of the remaining Annuity Payments; (b) an explanation of how the present value of the remaining Annuity Payments was calculated; (c) the current Replacement Ratio and (d) the paperwork necessary to process a lump sum payment request.

If the Owner requests to receive a lump sum payment of the present value of the remaining Annuity Payments prior to receiving the information described above, we will send the information within 15 days of our receipt of such request. The Owner may then elect to receive the lump sum payment by submitting the completed paperwork in Good Order to our Customer Service Office. We will send the Owner the lump sum payment within 15 days of our receipt of such paperwork.

Beneficiary Restrictions

The Owner shown on the Contract Data page or as subsequently changed in accordance with the Change of Owner provision may designate that a Beneficiary who becomes Owner upon their death cannot elect to receive the present value of remaining Annuity Payments in a lump sum. Such designation must be made in writing in Good Order, and may only be revoked by the written notice received at our Customer Service Office in Good Order by all Owners shown on the Contract Data page as of the Issue Date who are still living as of the date of the request for revocation. Upon the death of such Owner(s), a Beneficiary will not be able to revoke this restriction.

6. GENERAL PROVISIONS

The Contract

The entire contract consists of this contract and any attached endorsements and additional benefit riders. We rely upon the statements made by the applicant in issuing this contract. All statements made by the applicant are assumed to be true to the best knowledge and belief of the person(s) making them. These statements, in the absence of fraud, are deemed to be representations and not warranties.

Only the President, a Vice President, or the Secretary of GIAC may make or modify this contract, and then only in writing. No agent is authorized to change this contract, waive any of our requirements or waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above. We may at any time make a change in this contract to the extent that such change is required in order to make this contract conform with any law or regulation issued by a governmental authority to which it is subject.

State Annuity Tax

If we are required to pay state annuity tax on a premium payment made under this contract, we will deduct the amount of that tax from the premium payment at the time the payment is made and prior to determining the Annuity Payment Amount applicable to that premium.

Age and Sex

If the age or sex, if applicable, of an Annuitant has been misstated, we will adjust any benefit payable under this contract, based on the correct age and sex. Any overpayments we make because of such misstatement, with interest at 5% a year, compounded annually, will be charged against benefits falling due after the adjustment. If we make any underpayment because of such misstatement, we will pay the balance immediately, with interest at 5% a year, compounded annually.

Incontestability

This contract is incontestable.

Proof of Age and Survival

We have the right to require satisfactory proof in Good Order of the age of an Annuitant and that an Annuitant is living when a payment is contingent upon the Annuitant's survival. We will not require proof more than once in a 12-month period. If we request proof, we have the right to discontinue Annuity Payments until we receive proof in Good Order at our Customer Service Office.

Notice of Death

We require that the death of an Annuitant, Owner, Payee or Beneficiary must be reported to our Customer Service Office as soon as reasonably possible. We are entitled to recover any overpayments made to a Payee due to the failure to provide timely notification of such death.

Protection of Benefits

To the extent permitted by law, the payments made under an Annuity Payment Option will not be subject to encumbrance, or to the claims of creditors or legal process.

Communications with Us

We receive all communications only at our Customer Service Office. Please include the contract number, full names of any Owner(s) and Annuitant, and each Owner's current address in all correspondence with us.

Payments by Us

Any payment by us under this contract is payable at our Customer Service Office.

Nonparticipating

This contract is not eligible for dividends and will not share in the surplus earnings of GIAC.

Reports to the Owner

We will provide a written report to the Owner at least once each contract year, without charge, detailing the status of this Contract, and any other information required under state or federal law. You may request additional reports at any time, however we reserve the right to charge an amount not to exceed \$25 for the additional report.

The annual report will include the following information as of the most recent Contract Anniversary:

- the beginning and end dates of the current reporting period;
- the premiums received to-date, by date received; and
- the Annuity Payment Amount purchased by each premium, indicating the Annuity Commencement Date and Annuity Payment Option and Frequency,

The report will also include any other information required by the jurisdiction in which this contract is delivered.



The Guardian Insurance &
Annuity Company, Inc.

Customer Service Office:
[P.O. Box 26210
Lehigh Valley, PA 18002-6210]

A Stock Company
Incorporated in the
State of Delaware

Individual Flexible Premium Deferred Paid-Up Fixed Annuity Contract

- Premiums payable in accordance with contract provisions
- Annuity Payments begin on the Annuity Commencement Date
- **THIS CONTRACT HAS NO CASH SURRENDER VALUE**
- **THIS CONTRACT DOES NOT PERMIT LOANS OR WITHDRAWALS**
- Non-participating – No dividends payable